

Contract or Project Name: 2012 Subsurface Utility Engineering Services Rotation List

Firm Name: TBE Group, Inc. dba Cardno TBE

RQS#/RQM# (PSA's) or CT# (SA's): MA PA 130000012

PSA/SA BACKUP INFO: PSA ☒ SA ☐ # ☐

☒ **Summary of Authorizations and Agreements**

☒ **Corporate Authorization Resolution (CAR)**

☒ **Certificate(s) of Insurance**

- ☒ **Workers' Compensation**
- ☒ **Commercial General Liability**
- ☒ **Business Automobile Liability**
- ☒ **Professional Liability**

☒ **RCA**

☒ **Approved Council Minutes**

☒ **Excluded Parties List System (EPLS)**

☒ **Non-Discrimination Policy**

☒ **Appendix A – Title VI Form**

☐ _____

☐ _____

PM Name & Phone #: Steve Brand - 974-7233

Contract Development Contact: Matt Durce

To Contract Administration (date): _____

PSA Contract Encumbrance / Modification

Compliance Specialist: **Deborah D'Angelo**

Date Received: **3/11/2013**

Contract & MA Number: **PA130000012 (2012 Subsurface Utility Eng Srvs RL)**

Requested By: **Matt Duree**

RLM: **Steve Brand**

Vendor(s): **Surveying Mapping, Inc.**

TBE Grp, Inc. dba Cardno Tbe

Status: **completed**

PSA for CLMP089 Approved Hourly Rates for the following 2 firm(s):

- **Surveying Mapping, Inc.**
- **TBE Grp, Inc. dba Cardno Tbe**

Fiscal Authority: **RCA approved on 12-13-2012**

Director Approval, if applicable: **Yes**

Date Entered in eCAPRIS: **N/A**

Approved:  Date: **3-12-13**

Forwarded to: **Frank Mays** Date: **3/11/2013**

Submitted by:  Date: **3-11-13**



City of Austin

CONTRACT MANAGEMENT DEPARTMENT

Contract Development

P. O. Box 1088, Austin, TX 78767-8839

Telephone: (512) 974-7181 Fax: (512) 974-7297

March 13, 2013

Travis Isaacson
TBE Group Inc. dba Cardno TBE
2590 Oakmont Drive Ste 410
Round Rock, TX 78665

RE: Professional Services Agreement

Rotation List: 2012 Subsurface Utility Engineering Services RL
Master Agreement No.: MA PA 130000012
Solicitation No.: CLMP105

Dear Travis

Enclosed, please find your executed Master Agreement for the above-referenced Rotation List.

Please note that Subcontractor Expenditure Report (Sub-k) reflecting all sub-consultants approved by Small and Minority Business Resources (SMBR), must be submitted with each application for payment. You will receive an assignment specific Sub-k with each Notice to Proceed.

If you have any questions, please call the Contract Relations Consultant Steve Brand to at (512)974-3072

Sincerely,


Beatriz E Güereca
Contract Compliance Specialist
Contract Management Department

Attachment

C: Lynda Williams, Contract Relations Consultants
Contract Procurement File

PSA/SA COVER SHEET

TO: CLMD - Contract Procurement
Attn: Professional Services Procurement

FROM: Steve Brand, Rotation List Manager

DATE: 2/20/2013

RE: Professional Services Agreement

2012 Subsurface Utility Engineering Services Rotation List

CIP Project No.: NA
Contract No.: MA PA13000012
Solicitation No.: CLMP105

Enclosed are three (3) signed copies of the above referenced document. Please have the documents executed and return executed copies to the following:

TBE Group, Inc. dba Cardno TBE
2590 Oakmont Drive, Suite 410
Round Rock, TX 78665

Project Authorization History	
Council Authorization Date(s):	Amount
December 13, 2012 (amount to be divided among 5 firms)	\$3,000,000.00
Administrative Authority (at time of Contract Award)	\$56,000.00
Total Amount of Authorization	\$3,056,000.00

Previous Agreement History:	
Contract Document	Amount
Total Amount of Previous Agreements	

Amount to Encumber Now	Amount
Initial PSA	\$600,000 for each firm

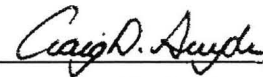
Total Amount of all Agreements	\$3,000,000.00 (\$600,000.00 for each firm)
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CERTIFICATE

I, CRAIG D, SNYDER, Secretary of TBE Group, Inc. d\ba Cardno TBE (the Corporation) hereby certify that the Corporation is duly organized and existing under the laws of the State of Florida and that at meeting duly held on January 7, 2013,, at which all of the Directors were present, the following resolution was unanimously adopted.

RESOLVED THAT TRAVIS S. ISAACSON, Director Texas, may sign documents relative to his specific area of professional expertise and responsibility in connection with any proposal submitted to or any contract entered into with the City of Austin on behalf of the Corporate.

SIGNED AND SEALED at Clearwater, Florida this 12th day of February 2013.

A handwritten signature in cursive script, reading "Craig D. Snyder", is written over a horizontal line.

Craig D. Snyder, Secretary (seal)

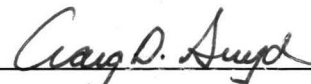
CERTIFICATE

I, CRAIG D. SNYDER, Secretary of TBE Group, Inc. (the Corporation) hereby certify that a meeting duly held on January 7, 2013, at which all of the Directors were present, the following resolutions were unanimously adopted.

RESOLVED THAT, the President, namely PATRICK L. BEYER, or any Senior Vice President, namely, ROBERT G. BROWN, ROBERT L. CLEMENS, JOHN E. HARTER, STEVEN P. HOWARTH, LANCE D. LAIRSCEY, E. PETER NIKOLOV, R. MARK PITCHFORD, CRAIG D. SNYDER, and NICHOLAS M. ZEMBILLAS, or any Vice President, namely, RICHARD T. BOWERS, PAMELA L. DELNEGRO, and JOHN F. TEMPLE, may execute contracts on behalf of the Corporation, and

RESOLVED FURTHER THAT, the President, the Senior Vice Presidents and the Vice Presidents named above along with the Secretary, namely CRAIG D. SNYDER, or Assistant Secretaries, namely JAMES ALLEN, ANDREW HILL, KEITH FURUKAWA, DAVID PERNAS, or JEFFREY SOWERS may sign licensure and other certification documents relative to their specific area of professional expertise and responsibility and may attest to the signature(s) of the person(s) authorized to execute (sign) contracts on behalf of the Corporation.

SIGNED AND SEALED at Clearwater, Florida this 7th day of January 2013.

A handwritten signature in cursive script, reading "Craig D. Snyder", is written over a horizontal line.

Craig D. Snyder, Secretary (seal)

CERTIFICATE

I, CRAIG D, SNYDER, Secretary of TBE Group, Inc. d\ba Cardno TBE (the Corporation) hereby certify that the Corporation is duly organized and existing under the laws of the State of Florida and that at meeting duly held on January 7, 2013,, at which all of the Directors were present, the following resolution was unanimously adopted.

RESOLVED THAT TRAVIS S. ISAACSON, Director Texas, may sign documents relative to his specific area of professional expertise and responsibility in connection with any proposal submitted to or any contract entered into with the City of Austin on behalf of the Corporate.

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A handwritten signature in cursive script, reading "Craig D. Snyder", is written over a horizontal line.

Craig D. Snyder, Secretary (seal)

AGENDA



Recommendation for Council Action (CMD)

Austin City Council

Item ID:

20575

Agenda Number

9.

Meeting Date:

December 13, 2012

Department:

Contract Management

Subject:

Authorize negotiation and execution of professional services agreements with the following five (5) staff recommended firms (or one of the other qualified responders): TBE GROUP, INC. dba CARDNO TBE; SO DEEP, INC.; SURVEYING AND MAPPING, INC.; COBB, FENDLEY & ASSOCIATES, INC.; and, THE RIOS GROUP, INC. for professional services for the 2012 Subsurface Utility Engineering Services Rotation List for an estimated period of three years or until financial authorization is expended, with the total amount not to exceed \$3,000,000 divided among the 5 firms.

Amount and Source of Funding:

Funding is available in the Capital and/or Operating and Maintenance Budgets of the various departments requiring services.

Fiscal Note

There is no unanticipated fiscal impact. A fiscal note is not required.

Purchasing Language:

Staff recommendations are the five most qualified firms out of fifteen firms evaluated through the City's qualification-based selection process.

Prior Council Action:

For More Information:

Steve Brand 974-7233; Rolando Fernandez 974-7749; April Shaw 974-7141.

Boards and Commission Action:

MBE / WBE:

Related Items:

This contract will be awarded in compliance with Chapter 2-9B of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 4.83% MBE and 6.87% WBE subconsultant participation.

Additional Backup Information

Design and construction projects are faced with the dilemma of a lack of accurate information on the location and identification of existing underground infrastructure that represent potential conflicts. Inaccurate underground utility information has resulted in numerous utility conflicts during construction, and has historically contributed to project delays, public inconvenience, business interruptions, utility damages, costly plan revisions, pay item negotiations, safety compromises, and other issues.

The services provided by the selected consultants will result in reducing and/or eliminating these costly factor(s) in project design and construction by providing the designer with an accurate picture of the underground infrastructure early in the design stage of the project.

The SUE Consultants shall perform the following services:

1. Indication of the horizontal location of existing underground utilities by the application and interpretation of non-destructive surface techniques;
2. Acquisition of precise horizontal and vertical position, type, material, condition, size and other data that may reasonably be acquired concerning the utility facility and its surrounding environment through exposure by non-destructive excavation techniques;
3. Processing of the surveying utility information acquired in the "designating" and "locating" phase of service and submitting this information to the City of Austin;
4. Coordination of all activities with the SUE Services Rotation List Contract Manager or City of Austin designee, to facilitate the orderly progress and timely completion of the City of Austin project design phase; and
5. Performance of miscellaneous activities such as traffic control, permits and right of entry, condition assessments and provide testimony as expert technical witness if necessary.

The total funding authority for the 2012 Subsurface Utility Engineering Services Rotation List is \$3,000,000 with the authority to be divided among the five (5) firms.

This request anticipates the development of a professional services agreement with each of the five recommended firms for an estimated period of three years or until financial authorization is expended. The rotation list will allow assignment of projects based on the City's established rotation list management procedures. If the City is unsuccessful in negotiating a satisfactory agreement with a recommended firm, if a selected firm ceases practice during the contract period, or if the City elects to terminate its agreement with one of the selected firms, the remaining assignments will be assigned to the remaining firm(s) for the duration of the contract period.

Participation goals stated in the solicitation were 4.83% MBE and 6.87% WBE. The recommended firms provided MBE /WBE Compliance Plans that met the goals of the solicitation and were approved by the Small and Minority Business Resources Department.

Notification of issuance of a Request for Qualifications (RFQ) for the subject services was sent to 1252 firms on June 15, 2012. The RFQ was obtained by 113 firms and 15 submitted qualification statements. One of the firms was a certified WBE firm.

RECOMMENDED FIRMS:

- TBE Group, Inc. dba Cardno TBE
- So-Deep, Inc.
- Surveying and Mapping, Inc.
- Cobb, Fendley & Associates, Inc.

- The Rios Group

TBE Group, Inc. dba Cardno TBE is located in Round Rock, TX

So-Deep, Inc. is located in San Antonio, TX

Surveying and Mapping, Inc. is located in Austin, TX

Cobb, Fendley & Associates, Inc. is located in Austin, TX

The Rios Group is located in Houston, TX

Composite

Received: July 25, 2012

Project: 2012 Subsurface Utility Engineering Services Rotation List

EVALUATION MATRIX

Project Manager: Steve Brand

Firm (or Joint Venture)	Item 1 [Yes or No] MBE/WBE Procurement Program	Item 2 [Yes or No] Turned in all Required Documents	Item 3 [10] Team's Structure	Item 4 [25] Project Manager/ Professional Experience		Item 5 [25] Prime Firm's Comparable Project Experience	Item 6 [20] Major Scopes of Work Comparable Project Experience	Item 7 [10] Team's Experience with Austin Issues	Item 8 [10] COA Experience with Prime	Item 9 [100] TOTAL	RANK
				PM [15]	PP [10]						
TBE Group, Inc. dba Cardno TBE	Y	Y	9.60	14.60	9.60	24.20	19.18	9.20	10.00	96.38	1
So-Deep, Inc.	Y	Y	9.40	15.00	9.60	24.80	18.70	7.90	10.00	95.40	2
Surveying and Mapping, Inc.	Y	Y	8.90	14.00	9.40	24.00	19.03	9.60	10.00	94.93	3
Cobb, Fendley & Associates, Inc.	Y	Y	9.60	14.60	9.20	24.00	18.17	8.90	10.00	94.47	4
The Rios Group	Y	Y	9.80	14.40	8.40	24.40	17.95	8.60	10.00	93.55	5
Macias & Associates, LP (WBE/FH)	Y	Y	9.30	14.40	9.00	22.80	18.30	9.40	10.00	93.20	6
AMEC Environment & Infrastructure, Inc.	Y	Y	9.20	14.20	9.20	23.00	18.20	9.10	9.82	92.72	7
Half Associates, Inc.	Y	Y	9.80	12.80	8.80	23.00	18.40	9.70	9.92	92.42	8
SURVCON, a Division of McKim & Creed	Y	Y	9.20	13.80	8.20	23.60	18.67	8.50	10.00	91.97	9
Underground Services, Inc	Y	Y	8.20	13.80	8.60	22.80	16.97	7.20	10.00	87.57	10
Lina T. Ramey & Associates, Inc.	Y	Y	7.00	11.60	7.20	22.60	17.90	3.96	10.00	80.26	11
E.C. Moore Engineering LP dba The Moore Group	Y	Y	8.00	11.00	6.80	17.20	16.83	8.50	10.00	78.33	12
Ash & Associates, LLC	NON-RESPONSIVE										
Binkley & Barfield, Inc.	NON-RESPONSIVE										
Sherwood SUE, LLC	NON-RESPONSIVE										

M/WBE Summary:

Participation goals stated in the solicitation were **4.83%** MBE and **6.87%** WBE. The recommended firms provided MBE/WBE Compliance Plans that met the goals of the solicitation and were approved by the Small and Minority Business Resources Department.

RECOMMENDED FIRM: TBE GROUP, INC. dba CARDNO TBE - Total Participation:

NON M/WBE TOTAL – PRIME	82.00%
TBE Group, Inc. dba Cardno TBE, Round Rock, TX	82.00%

MBE TOTAL – SUBCONSULTANT	8.00%
(FH) Macias & Associates, L.P., Austin, TX (survey - not aerial or research)	
(MA) CAS Consulting and Services, Inc., Austin, TX (traffic and transportation engineering)	

WBE TOTAL – SUBCONSULTANT	10.00%
(FW) McGray & McGray Land Surveyors, Inc., Austin, TX (survey - not aerial or research)	
(FW) N-Line Traffic Maintenance, Bryan, TX (traffic control)	

RECOMMENDED FIRM: SO DEEP, INC. - Total Participation:

NON M/WBE TOTAL – PRIME	88.30%
So Deep, Inc., San Antonio, TX	88.30%

MBE TOTAL – SUBCONSULTANT	4.83%
(FB) All Points Inspection Services, Inc., Austin, TX (utility locator service, video scanning, photography, sewer and storm drain maintenance and repair)	
(MB) Eckermann Engineering, Inc., Lampasas, TX (traffic and transportation engineering, CAD services, engineering services)	
(MH) LNV, Inc., Austin, TX (traffic and transportation engineering, engineering services)	

WBE TOTAL – SUBCONSULTANT	6.87%
(FW) Landmark Surveying, LP, Austin, TX (surveying, CAD services, land surveying temporary personnel)	
(FW) N-Line Traffic Maintenance, Austin, TX (traffic control device placement and removal service, traffic control equipment and accessories rental, fencing rental or lease)	

RECOMMENDED FIRM: SURVEYING AND MAPPING, INC. - Total Participation:

NON M/WBE TOTAL – PRIME	76.40%
Surveying and Mapping, Inc., Austin, TX	76.40%

MBE TOTAL – SUBCONSULTANT	6.80%
(MA) CAS Consulting and Services, Inc., Austin, TX (traffic and transportation engineering)	
(MB) The Cadman Design and Building Group, Cedar Park, TX (drafting services)	

WBE TOTAL – SUBCONSULTANT	16.80%
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(FW) Landmark Surveying, LP, Austin, TX (surveying services)

(FW) N-Line Traffic Maintenance, Austin, TX (traffic control device placement and removal service)

RECOMMENDED FIRM: COBB, FENDLEY & ASSOCIATES, INC. - Total Participation:

NON M/WBE TOTAL – PRIME	86.00%
Cobb, Fendley & Associates, Inc., Austin, TX	86.00%

MBE TOTAL – SUBCONSULTANT 8.00%

- (FH) MWM DesignGroup, Austin, TX (surveying services)
(MA) Chan & Partners Engineering, LLC, Austin, TX (traffic and transportation engineering, drafting services, civil engineering)
(MB) Turner Graphics, Austin, TX (CAD services, design services, drafting services)

WBE TOTAL – SUBCONSULTANT 8.00%

- (FW) Landmark Surveying, LP, Austin, TX (land surveying)
(FW) N-Line Traffic Maintenance, Bryan, TX (traffic control)

RECOMMENDED FIRM: THE RIOS GROUP, INC. - Total Participation:

NON M/WBE TOTAL – PRIME	88.30%
The Rios Group, Inc., Fort Worth, TX	88.30%

MBE TOTAL – SUBCONSULTANT 4.83%

- (MA) Hejl, Lee & Associates, Inc., Hutto, TX (land surveying, CAD services)
(MH) Aguirre & Fields, LP, Austin, TX (traffic & transportation engineering)

WBE TOTAL – SUBCONSULTANT 6.87%

- (FH) MWM DesignGroup, Inc., Austin, TX (surveying services)

(Notes: This contract will be awarded in compliance with the requirements of 49 CFR Part 26 (Disadvantaged Business Enterprise Program) and Chapter 2-9A of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goal with 9.67% DBE subcontractor participation.)

The motion authorizing the execution of a construction contract with Rodriguez Barr, Inc. doing business as The Barr Company, AIA was approved on consent on Council Member Spelman's motion, Council Member Morrison's second on a 7-0 vote.

6. Authorize negotiation and execution of an amendment to the professional services agreement with THE BROUSSARD GROUP, INC., DBA TBG PARTNERS, A TEXAS CORPORATION, for architectural and engineering services for the Town Lake Metropolitan Park- Alliance Children's Garden in the amount of \$360,087, for a total contract amount not to exceed \$2,582,163.35. (Notes: This contract was awarded in compliance with Chapter 2-9B of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) with 15.36% MBE and 10.17% WBE subconsultant participation to date including this amendment.)

The motion authorizing the negotiation and execution of an amendment to the professional services agreement with The Broussard Group, Inc. doing business as TBG Partners, A Texas Corporation was approved on consent on Council Member Spelman's motion, Council Member Morrison's second on a 7-0 vote.

7. Authorize execution of Change Order #10 to the construction contract with DNT CONSTRUCTION, for Pleasant Valley Road Extension from St. Elmo to Button Bend in the amount of \$234,539.75 plus additional contingency in the amount of \$50,000, for a total contract amount not to exceed \$4,175,152.89. (Notes: This contract was awarded in compliance with Chapter 2-9A of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) with 12.85% MBE and 0.80% WBE subcontractor participation to date including this change order.)

The motion authorizing the execution of change order number ten to the construction contract with DNT Construction was approved on consent on Council Member Spelman's motion, Council Member Morrison's second on a 7-0 vote.

8. Authorize negotiation and execution of a professional services agreement with FREESE AND NICHOLS, INC. (staff recommendation) or one of the other qualified responders to RFQ Solicitation No. CLMP116, to provide engineering services for the Stormwater Criteria Updates project in an amount not to exceed \$1,000,000. (Notes: This contract will be awarded in compliance with Chapter 2-9B of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.80% MBE and 15.80% WBE subcontractor participation.)

The motion authorizing the negotiation and execution of a professional services agreement with Freese and Nichols, Inc. was approved on consent on Council Member Spelman's motion, Council Member Morrison's second on a 7-0 vote.

9. Authorize negotiation and execution of professional services agreements with the following five (5) staff recommended firms (or one of the other qualified responders): TBE GROUP, INC. dba CARDNO TBE; SO DEEP, INC.; SURVEYING AND MAPPING, INC.; COBB, FENDLEY & ASSOCIATES, INC.; and, THE RIOS GROUP, INC. for professional services for the 2012 Subsurface Utility Engineering Services Rotation List for an estimated period of three years or until financial authorization is expended, with the total amount not to exceed \$3,000,000 divided among the 5 firms. (Notes: This contract will be awarded in compliance with Chapter 2-9B of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 4.83% MBE and 6.87% WBE subconsultant participation.)

The motion authorizing the negotiation and execution of professional services agreements with TBE Group, Inc. doing business as Cardno TBE; So Deep, Inc.; Surveying and Mapping, Inc.; Cobb, Fendley & Associates, Inc.; and The Rios Group, Inc. was approved on consent on Council Member Spelman's motion, Council Member Morrison's second on a 7-0 vote.

Search Results

Current Search Terms: cardno* TBE*

Your search for "Cardno* TBE*" returned the following results...

Entity	TBE GROUP, INC.	Status: Active
DUNS: 118667930	CAGE Code: 1RQE4	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





FORM 3

PRIME FIRM'S EEO PROGRAM AND TITLE VI ASSURANCES

Solicitation Number: CLMP105

Project Name: 2012 Subsurface Utility Engineering (SUE) Services Rotation List

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Consultants.

Sec. 4-2 Discriminatory Employment Practices Prohibited. (B) As an Equal Employment Opportunity (EEO) employer, the Consultant will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Consultants in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subconsultants having fifteen or more employees who hold any subcontract providing for expenditure of \$2,000.00 or more in connection with any Agreement with OWNER subject to the terms of this chapter.

For the purposes of this statement of qualifications and any resulting Professional Services Agreement, Consultant adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin

Minimum Standard Nondiscrimination in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Consultant will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Consultant will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Consultant agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Consultant has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Consultant's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Consultant's policy, but will also supersede the Consultant's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONSULTANT SHALL PROVIDE A COPY TO THE CITY OF THE CONSULTANT'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NONDISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONSULTANT FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONSULTANT'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the Agreement and suspension from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

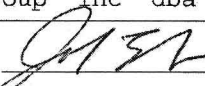
Term:

The Consultant agrees that this Form 3 or the Consultant's separate conforming policy, which the Consultant has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Consultant further agrees that, in consideration of the receipt of

continued contract payments, the Consultant's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Agreement.

Dated this 20th day of July, 2012.

CONSULTANT TBE Group Inc dba Cardno TBE

Authorized Signature 

Title Vice President

END

APPENDIX A
OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(DOT 1050.2, 08/24/71)

Signature: 

Printed Name: John E. Harter, PE

Title: Vice President

Company: TBE Group, Inc. dba Cardno TBE

Date: 07/20/12

END

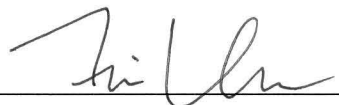
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and or (b) cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including

sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(DOT 1050.2, 08/24/71)

Signature: 

Printed Name: Travis Isaacson

Title: Director

Firm: TBE Group, Inc. dba Cardno TBE

Date: 2/20/13

AGREEMENT BETWEEN THE CITY OF
AUSTIN, TEXAS AND CONSULTANT

This AGREEMENT made as of this 17 day of March 2013

BETWEEN: The City of Austin, Texas, a Municipal Corporation situated in
Travis County, Texas
P.O. Box 1088
Austin, Texas 78767

hereinafter referred to as "OWNER",

and:

TBE Group, Inc. dba Cardno TBE

hereinafter referred to as "CONSULTANT",

For the following PROJECT: **2012 Subsurface Utility Engineering (SUE) Services Rotation List** :
Various Projects assigned by the OWNER in subsequent written authorizations as defined in Section 6 of
the **General Conditions of the Agreement**.

The OWNER is represented herein for all purposes of this AGREEMENT by the Director of the Department
of Public Works, or such other representative as may be authorized by the City Manager of the City of
Austin.

The OWNER has the need, on an as-designated and requested basis, for professional services in
connection with design and construction services on capital improvement projects, and other projects to be
subsequently assigned, individually referred to as the PROJECT.

The OWNER anticipates identifying projects involving **all necessary subsurface utility designating and
locating (test hole) services of existing utilities as shall be necessary for the design of complete
right-of-way and construction drawings on projects selected by the City of Austin**, and consultation
on any project to be performed by experienced professional and trained personnel to meet the PROJECT
and OWNER's needs.

The CONSULTANT employs professionals duly licensed to practice in the State of Texas, has the
professional abilities, experience, expertise and facilities to provide such professional services, and agrees
to undertake and furnish said services in accordance with this AGREEMENT.

The OWNER and the CONSULTANT agree to the terms and conditions of AGREEMENT specified in the
General Conditions and the **Supplemental Terms and Conditions**, attached hereto and made a part of
this AGREEMENT.

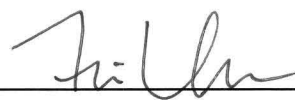
This AGREEMENT is executed to be effective upon the date of the last party to sign.

City of Austin, OWNE

P.O. Box 1088
Austin, Texas 78767

By: 
Printed Name: Frank Mays
Title: Division Manager
Contract Administration Division
Contract Management Department
Date: 3-11-13

TBE Group, Inc. dba Cardno TBE
CONSULTANT
2590 Oakmont Drive, Suite 410
Round Rock, TX 78665

By: 
Printed Name: Travis Isaacson
Title: Director - Texas
Date: 2/28/13

Approved As To Form:  Attest:
By: Assistant City Attorney

By: 
Secretary, if a Corporation

The CONSULTANT is bound by a Code of Ethics and guided by rules and restrictions of a State licensing board. Contact the appropriate licensing board if an issue regarding ethics or the practice of consulting arises.

END

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

General Conditions Table of Contents

SECTION 1	CONSULTANT'S RESPONSIBILITIES	2
SECTION 2	OWNER'S RESPONSIBILITIES	4
SECTION 3	FIXED CONSTRUCTION BUDGET	5
SECTION 4	RESOURCE ALLOCATION PLAN (RAP).....	6
SECTION 5	COMPENSATION	7
SECTION 6	SUBSEQUENT WRITTEN AUTHORIZATIONS.....	11
SECTION 7	INSURANCE REQUIREMENTS	11
SECTION 8	TERMINATION OF AGREEMENT	13
SECTION 9	OWNER REMEDIES	15
SECTION 10	CONSULTANT REMEDIES.....	16
SECTION 11	DISPUTE RESOLUTION.....	16
SECTION 12	MISCELLANEOUS PROVISIONS.....	18

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

1.0 General

The CONSULTANT will serve as the OWNER'S professional consultant in those phases of the PROJECT as stated in the **Supplemental Terms and Conditions of this AGREEMENT** and in subsequent written authorizations (as described in Section 6), and will consult and advise the OWNER during the performance of the CONSULTANT's services. The OWNER agrees to compensate the CONSULTANT for those services in accordance with Section 5. CONSULTANT shall report to OWNER's designated PROJECT Manager named in subparagraph 12.7.1.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

For the purposes of this AGREEMENT, individual assignments made by the OWNER to the CONSULTANT in subsequent written authorizations shall be referred to as "Subprojects".

1.1 Performance of Services

The CONSULTANT will perform services under this AGREEMENT with the degree of skill and diligence normally practiced by professional engineers, architects, or other consultants performing the same or similar service.

1.1.1 The CONSULTANT's employees and the CONSULTANT's associated subconsultants to be used in the performance of PROJECT professional services (as described in subsection 1.4) are identified in Attachment 3. The CONSULTANT must disclose any potential conflict of interest relating to the CONSULTANT, the CONSULTANT's employees, a subconsultant or supplier. Failure to disclose any such conflicts may be grounds for termination under subsection 8.5 of this AGREEMENT by the OWNER.

1.1.2 The person identified as PROJECT manager by the CONSULTANT, identified in Attachment 3, must be employed by the CONSULTANT.

1.1.3 The CONSULTANT is registered to do business with the OWNER and is responsible for ensuring that all subconsultants are registered as vendors with the City of Austin. All subconsultants have been registered with the OWNER prior to execution of this AGREEMENT.

1.1.4 The CONSULTANT agrees not to modify subconsultants' designs after subconsultants' seals have been affixed except with written consent of the subconsultant. The CONSULTANT is fully responsible for the subconsultants' performance and obligations under this AGREEMENT.

1.1.5 The CONSULTANT's key employees and the CONSULTANT's associated subconsultants to be employed in the performance of professional services of the PROJECT and any Subprojects, shall not be changed except with the OWNER's prior written approval, which will not be unreasonably withheld.

1.1.6 The CONSULTANT agrees to obtain OWNER's written approval prior to terminating, adding or substituting subconsultants. In the event that the CONSULTANT proposes the termination or change of an identified "Minority-Owned Business Enterprise" (MBE) or a "Women-Owned Business Enterprise" (WBE) certified subconsultant firm from its employ on this PROJECT, the CONSULTANT shall comply with the City of Austin MBE/WBE Program, Chapter 2-9A, Austin City Code, and the goals established in the PROJECT solicitation. If the CONSULTANT is unable to substitute a subconsultant firm in compliance with the Austin City Code, the CONSULTANT shall provide OWNER with written documentation of their good faith efforts to acquire the services of a MBE/WBE replacement firm. All requests to change the CONSULTANT's MBE/WBE Compliance Plan must include documentation to support the request.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

1.1.7 If the OWNER notifies the CONSULTANT that a member of the CONSULTANT's team, including subconsultants, is incompetent, disorderly, abusive, or disobedient, or has knowingly or repeatedly violated any federal, state, or local law, the CONSULTANT must immediately remove any such person from performing work on the PROJECT or any Subprojects. The OWNER's prior written consent must be obtained before any such person may be reinstated. Replacement of any subconsultant removed from the PROJECT or any Subprojects must be in accordance with paragraph 1.1.6. The OWNER may report any breaches of professional codes of ethics to the appropriate licensing board.

1.1.8 The CONSULTANT will attend and draft complete minutes of each PROJECT design and construction meeting and submit them to OWNER within seven (7) calendar days after each PROJECT meeting.

1.1.9 The CONSULTANT shall prepare and submit all appropriate permit applications and supporting drawings, specifications and other documents in the name of the City of Austin to utility companies and providers and governmental authorities having jurisdiction over the Subprojects and shall obtain all approvals and all development and building permits necessary to complete the Subprojects in accordance with the Subproject Resource Allocation Plan (RAP) described in Section 4, or as otherwise specified by OWNER. Development and permitting fees may be paid for in one of the following methods as mutually agreed:

- (a) Paid by CONSULTANT and billed to OWNER as a reimbursable or
- (b) Payment coordinated through the OWNER using an internal payment transfer document.

1.1.10 The CONSULTANT agrees to make those presentations, specified in the attached scope of services (Attachment 5) as Basic Services, including (i) Board and Commission meetings, (ii) public meetings, and (iii) internal City of Austin meetings. Any other Board or Commission presentations required by OWNER will be considered Additional Services in accordance with Paragraph 1.4.6 of the **Supplemental Terms and Conditions of this AGREEMENT** and paid for in accordance with Paragraph 5.1.3.

1.1.11 The CONSULTANT shall not knowingly specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's prior written approval. For materials specified on the basis of performance criteria, the CONSULTANT shall include a requirement in the specifications effectively stating that "Asbestos containing materials or lead-based paint are prohibited from being used in the project." When a specific product is specified, the CONSULTANT shall make best efforts to verify that the product does not include asbestos containing material. The CONSULTANT agrees to execute a Statement of Non-Inclusion of Asbestos Containing Material, on a form provided by OWNER, both prior to design and upon completion of the Construction Documents Phase.

1.1.12 The CONSULTANT shall prohibit discrimination in employment based upon race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age, in compliance with Chapter 5-4-2, Austin City Code. A copy of the CONSULTANT's non-discrimination policy has been provided prior to execution of this AGREEMENT.

1.2 Laboratory Services

If laboratory services are provided for the PROJECT by the CONSULTANT or its subconsultant(s) through this AGREEMENT, these services must be performed by a properly accredited laboratory. The CONSULTANT will provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

1.3 Quality Control Plan (QCP)

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

1.3.1 The CONSULTANT agrees to perform on each Subproject quality assurance-quality control/constructability reviews in accordance with the CONSULTANT's approved Subproject Quality Control Plan (QCP) described in Attachment 4, that is incorporated by reference and which includes any subsequent revisions approved by OWNER. The QCP is to be submitted to the OWNER for approval within fourteen (14) calendar days of OWNER's issuance of a Notice to Proceed to the CONSULTANT. In addition to providing the reports required by the QCP, the CONSULTANT agrees to address any QCP comments from the OWNER and provide resolution to the OWNER's satisfaction. In the event the OWNER retains its own consultant to perform additional QCP services for the OWNER, the CONSULTANT will provide all necessary information to the OWNER, address any comments from the OWNER's consultant, and provide resolution to the OWNER's satisfaction. The CONSULTANT must include this language in all its subconsultant contracts to ensure subconsultants understand their responsibility for complying with the OWNER's or OWNER's consultant's QCP requirements.

1.3.2 The QCP reviews must be performed by a staff member of the CONSULTANT not involved in day-to-day Subproject tasks. If the CONSULTANT does not have the internal staff capacity to provide for this independent review, the CONSULTANT must include a QCP subconsultant on the Subproject team. The person performing the QCP reviews must certify, seal and attest that the final construction bid documents have been drafted in full compliance with the QCP work plan.

1.3.3 The CONSULTANT must perform QCP reviews at intervals during the design phase, specified in the QCP, to ensure plans, specifications, and drawings satisfy accepted quality standards and meet the requirements of the Subproject scope. Based on the findings of the QCP reviews, the CONSULTANT must reconcile the Subproject scope and budget as needed. Documentation will be included that verifies interdisciplinary coordination has occurred.

1.3.4 The CONSULTANT must perform constructability reviews, using persons with construction experience, at appropriate intervals during the design phase specified in the QCP to ensure that the Subproject is buildable, as well as cost-effective, biddable, and maintainable. Based on the findings of the constructability reviews, the CONSULTANT must redesign the Subproject to conform to the Fixed Construction Budget as noted in Section 3.3. The CONSULTANT must provide interim construction estimates to verify that the Subproject is within the Fixed Construction Budget as further described in the phase descriptions in the **Supplemental Terms and Conditions of this AGREEMENT**.

1.3.5 Acceptance and/or approval of the CONSULTANT's QCP documentation by the OWNER do not constitute a release of the responsibilities and liability of the CONSULTANT for the accuracy and competency of its QCP reviews and final construction documents.

1.4 Basic Services

The CONSULTANT will, in the scope of their work and in conformance with the approved PROJECT Resource Allocation Plan (RAP) for each Subproject, perform the basic services described in 1.4.1 et seq of the **Supplemental Terms and Conditions of this AGREEMENT**. These basic services shall be provided in phases and/or parts only as authorized by the OWNER (in subsequent written authorizations to proceed).

SECTION 2 - OWNER'S RESPONSIBILITIES

2.1 The OWNER will:

2.1.1 Provide its requirements for each Subproject.

2.1.2 Designate the OWNER's Project Manager.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

2.1.3 Provide a "Fixed Construction Budget " for each Subproject as defined in subsection 3.1 prior to negotiation of this AGREEMENT.

2.1.4 Assist CONSULTANT by making available (i) reports; (ii) property, boundary, easement, right-of-way, topographic and utility surveys; (iii) zoning and deed restrictions; and (iv) other data relevant to the development of each Subproject.

2.1.5 Assist CONSULTANT in gaining entry to public property and private property, only when necessary, as may be required by the CONSULTANT in the performance of their services under this AGREEMENT.

2.1.6 Review and provide written comments on all submittals and other documents presented by the CONSULTANT and render decisions pertaining thereto within seven (7) calendar days. The OWNER will review and provide written comments on periodic plan and specifications submittals within fourteen (14) calendar days. OWNER shall immediately notify CONSULTANT if additional time is needed.

2.1.7 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the CONSULTANT's work product or services.

2.1.8 Direct CONSULTANT by way of written supplemental amendment (described in Subsection 4.2) to provide any necessary Additional Services beyond those authorized in the approved Subproject RAP or as stipulated in the **Supplemental Terms and Conditions of this AGREEMENT**.

SECTION 3 - FIXED CONSTRUCTION BUDGET

3.1 The "Fixed Construction Budget" means the amount allocated by OWNER for each Subproject construction contract, which can only be adjusted by OWNER's prior written approval. The Fixed Construction Budget is shown in the approved PROJECT RAP (Attachment 1).

3.2 Fixed Construction Budget does not include the compensation of the CONSULTANT and the CONSULTANT'S subconsultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the OWNER.

3.3 Responsibility for Fixed Construction Budget

3.3.1 CONSULTANT is responsible for designing each Subproject to be constructible within the Fixed Construction Budget. The CONSULTANT must determine what materials, equipment, component systems and types of construction to include in the Contract Documents, make reasonable adjustments in the scope of the Subproject with the OWNER's consent, and, with the OWNER's approval, develop bid alternates.

3.3.2 If the Fixed Construction Budget is exceeded by the lowest responsible bid, the OWNER shall either:

- (1) give written approval of an increase in the Fixed Construction Budget;
- (2) authorize rebidding of the Subproject within a reasonable time;
- (3) abandon the Subproject; or
- (4) cooperate in revising the Subproject's scope and quality as required to reduce the construction cost.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

In the case of (2) and/or (4), the CONSULTANT, without additional compensation, shall perform those services to produce the Drawings and Specifications as necessary to comply with the Fixed Construction Budget provided that the bidding or rebidding processes occur within six (6) months of the date that the CONSULTANT delivered the final bid documents to OWNER. If the bidding or rebidding processes occur after that six (6) month period, the CONSULTANT is entitled to additional compensation.

3.3.3 *Bid Alternates*

3.3.3.1 If, under the OWNER's direction, the CONSULTANT prepares the Subproject bid documents to include bid alternates as a means to keep the Subproject cost within the Fixed Construction Budget, and such alternates are within the original Subproject scope, compensation remains the established fee amount irrespective of the outcome of bids. In the event the base bid is not within the Subproject Fixed Construction Budget, Paragraph 3.3.2 of this AGREEMENT governs. The OWNER's acceptance of the base bid or bid alternates does not change the CONSULTANT's Bid Phase fee amount.

3.3.3.2 If, under the OWNER's direction, the CONSULTANT prepares Subproject Bid Documents that include bid alternates, and OWNER has advised CONSULTANT that such alternates may not be within the Fixed Construction Budget or the original Subproject scope, the CONSULTANT must track the cost of any such alternates. Compensation for the requested bid alternates will be as follows:

(1) If the bid for the alternates requested by OWNER is within the Subproject Fixed Construction Budget, there is no change in the fee.

(2) Otherwise, the work to reconfigure the Subproject Bid Documents to include the requested bid alternates will be considered Additional Services with compensation to be determined in accordance with Subsection 5.1 of this AGREEMENT.

SECTION 4 - RESOURCE ALLOCATION PLAN (RAP)

4.1 The CONSULTANT shall provide a Resource Allocation Plan (RAP) for each assigned Subproject as shown in Attachment 1. The CONSULTANT agrees to complete phases of services in accordance with an approved Subproject RAP as described in Section 6.1, and the applicable standard of professional care. A specific time period will be set for each phase.

4.1.1 The Subproject RAP for each assigned Subproject shall follow the rate structure included as Attachment 3 unless a revised rate structure has been approved through a Supplemental Amendment in accordance with Subsection 4.2. The City will consider rate revisions only if requested to do so by the CONSULTANT. However, rate revisions will not be considered until at least one (1) year after the date of this AGREEMENT or any subsequent amendments relating to rate revisions.

4.2 Supplemental Amendments

4.2.1 Before additional work may be performed or additional costs incurred beyond what is specified in the approved Subproject RAP, both parties must execute a written Supplemental Amendment. The OWNER is not responsible for actions by the CONSULTANT or any costs incurred by the CONSULTANT relating to additional work prior to the execution of the Supplemental Amendment. Any Supplemental Amendment must be executed within the time period specified in the Subproject RAP.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

4.2.1.1 More Time Needed. If the CONSULTANT determines or reasonably anticipates that the Subproject cannot be completed before the specified completion date, the CONSULTANT shall submit a RAP revision to the OWNER for approval. The OWNER may, at its sole discretion, extend the authorized Subproject period.

4.2.1.2 Changes in Scope. Changes that would modify the scope of work authorized for the Subproject must be established by a Supplemental Amendment. If the change in scope affects the schedule or CONSULTANT's fee for the Subproject, the CONSULTANT shall prepare a revised Subproject budget and RAP for the OWNER's approval.

4.2.2 The OWNER may ask the CONSULTANT to submit a proposal for additional work that is within the defined scope of work for the Subproject. The amount to be paid for the proposed additional work will be a lump sum for each proposal. The CONSULTANT may, without penalty, elect not to submit a proposal. If both parties agree to the proposal for additional work, the parties must execute a written Supplemental Amendment and revise the Subproject RAP.

4.3 If the OWNER sustains actual damages as a result of willful or negligent failure of the CONSULTANT to furnish services in compliance with the approved Subproject RAP described in this Section 4 and subsequent Supplemental Amendments in accordance with Subsection 4.2, the CONSULTANT agrees to compensate the OWNER for the cost of such damages in accordance with Section 9, itemized costs of which will be provided to the CONSULTANT by the OWNER. The OWNER agrees to provide the CONSULTANT written notification of such damages as the cost is being incurred.

4.4 The CONSULTANT shall not be liable or responsible for OWNER delays or postponements. If the CONSULTANT is delayed by conditions beyond its reasonable control, written time extension requests may be submitted to the OWNER for approval. These requests will be reviewed only if submitted to OWNER at least fourteen (14) calendar days prior to any affected milestone date in the Subproject RAP. If the next milestone date is less than fourteen (14) calendar days from the date of the delay or suspension of service, the CONSULTANT will be allowed fourteen (14) calendar days from the date of the delaying event to submit the request to OWNER.

4.5 If the CONSULTANT fails to meet the approved Subproject RAP, including subsequently approved Supplemental Amendments, OWNER may elect to invoke remedies outlined in Section 9 of this AGREEMENT.

4.6 Time required by the OWNER to review and return documents to the CONSULTANT following their submittal during and after each phase will be included in the approved Subproject RAP.

SECTION 5 - COMPENSATION

5.1 Basis of Compensation

5.1.1 The OWNER shall compensate the CONSULTANT for the Scope of Services described in the approved Subproject RAP or as subsequently amended, in accordance with Subsection 5.3, *PAYMENTS TO THE CONSULTANT*, and the other Terms and Conditions of this AGREEMENT, as follows:

5.1.1.1 No advance payment will be paid to the CONSULTANT prior to rendering services.

5.1.1.2 Payments for Basic Services will be made monthly in proportion to services performed within each phase of services, as shown in the Subproject RAP.

5.1.1.3 For services provided by subconsultants, a multiple of one and five hundredth (1.05) times the amounts billed to the CONSULTANT for such services will be paid.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

5.1.2 The total amount of compensation to be paid the CONSULTANT will not exceed the amount stated in paragraph 5.1.2.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

5.1.3 *Compensation for Additional Services*

5.1.3.1 For *PROJECT REPRESENTATION BEYOND BASIC SERVICES* as described in Subparagraph 1.4.6 of the **Supplemental Terms and Conditions of this AGREEMENT**, compensation will be made as an Additional Service in accordance with the schedule of hourly rates shown in Attachment 3.

5.1.3.2 Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The CONSULTANT shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.

5.1.3.3 For *ADDITIONAL SERVICES OF SUBCONSULTANTS* a multiple of one and five hundredths (1.05) times the amounts billed to the CONSULTANT for such services will be paid.

5.1.4 *Compensation for Reimbursable Expenses*

5.1.4.1 For *REIMBURSABLE EXPENSES*, as described in Subsection 5.2, a multiple of one and five hundredths (1.05) times the amounts expended by the CONSULTANT, the CONSULTANT'S employees and subconsultants in the interest of the Subproject will be paid.

5.1.4.2 The OWNER is a tax-exempt organization as defined by Chapter 11 of the Property Tax Code of Texas. OWNER will furnish CONSULTANT with a Sales Tax Exemption Certification to be issued to suppliers in lieu of the tax. If payment of the sales tax is unavoidable in a specific case, the CONSULTANT will be reimbursed by the OWNER for any such costs incurred.

5.1.5 OWNER and the CONSULTANT agree in accordance with the Terms and Conditions of this AGREEMENT that:

5.1.5.1 If OWNER determines the scope of the PROJECT or any Subproject's services are changed materially, compensation will be equitably adjusted through negotiation.

5.1.5.2 If OWNER determines the Services covered by this AGREEMENT and a subsequent written authorization have not been completed within the time specified in the Subproject RAP, through no fault of the CONSULTANT, the amounts of compensation, rates and multiples set forth herein may be adjusted through negotiation.

5.1.6 *Period of Service*

5.1.6.1 This AGREEMENT will remain in force for that period required to complete the PROJECT (including required extensions thereto) unless discontinued by any of the several provisions contained elsewhere in this AGREEMENT. The total period of service is stated in subparagraph 5.1.2.1 of the **Supplemental Terms and Conditions of the AGREEMENT**.

5.1.6.2 CONSULTANT's failure to meet an approved Subproject RAP may result in the assessment of remedies as described in Sections 8 and 9 of this AGREEMENT.

5.2 Reimbursable Expenses

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

Reimbursable Expenses are part of Basic Services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees and subconsultants in performing services for the PROJECT and all Subprojects for the expenses listed in the following Subsections. CONSULTANT must submit invoices or other similar documentation for Reimbursable Expenses as part of a payment request. The OWNER is a tax exempt entity and will not reimburse the CONSULTANT for any tax expenses. The OWNER will consider exceptions on a case-by-case basis. **Reimbursable Expenses are limited to these specific items:**

5.2.1 By prior written approval of the OWNER, reasonable transportation and living expenses in connection with out-of-town travel.

5.2.1.1 All travel and lodging expenses in connection with the AGREEMENT for which reimbursement may be claimed will be reviewed against the City's Travel Policy and the current (at the time the travel occurs) General Services Administration (GSA) Domestic Per Diem Rates (the "GSA Rates") at http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943&noc=T. Amounts in excess of the Travel Policy or GSA Rates will not be paid. All invoices must be accompanied by copies of receipts (e.g. hotel bills, airline tickets).

5.2.1.2 Reimbursement will be made only for expenses actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

5.2.1.3 Mileage charges for rental cars in connection with out-of-town travel may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations. Mileage costs for travel within the Austin metropolitan area are to be included in the CONSULTANT's overhead rate and not billed separately as a reimbursable expense.

5.2.2 Fees paid for securing approval of authorities having jurisdiction over the PROJECT and any Subproject.

5.2.3 Reproduction expenses for drawings, specifications and all other documents required for bidding, OWNER submittals, and for file copies of CONSULTANT, Contractor, and OWNER, and other parties approved by the OWNER.

5.2.4 Expense of renderings, models and mock-ups requested by the OWNER.

5.2.5 Expense of reproducing record drawings for the OWNER on sepi, mylars or plastic film.

5.2.6 Reproduction expense for drawings, specifications and any other documentation to be submitted to utility owners and governmental authorities having jurisdiction over the PROJECT and any Subproject.

5.3 Payments to the Consultant

5.3.1 Payments for Basic Services

5.3.1.1 Payments for Basic Services, including Reimbursable Expenses, will be made monthly in accordance with the approved Subproject RAP on the basis set forth in Subsections 5.1 and 5.2. CONSULTANT shall submit the application for payment using the form supplied by OWNER.

5.3.2 Payments for Additional Services

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

5.3.2.1 Payments for the CONSULTANT'S Subproject Additional Services as described in Paragraph 1.4.6 of the **Supplemental Terms and Conditions of the AGREEMENT** may be made no more often than monthly upon presentation by CONSULTANT of an acceptable statement of Additional Services rendered and/or expenses incurred. Each statement must include the form supplied by the OWNER, copies of invoices, time sheets, and any other evidence of expense requested by the OWNER.

5.3.3 *Payments Withheld*

The OWNER may withhold, amend, or nullify any request for payment by the CONSULTANT under conditions that include those described in Subparagraphs 5.3.3.1 through 5.3.3.7 below.

5.3.3.1 Failure of the CONSULTANT to follow the approved schedule and meet all phase and milestone requirements specified in the Subproject RAP.

5.3.3.2 OWNER'S receipt of notice that, despite payment to CONSULTANT for services rendered by subconsultants, CONSULTANT has not paid subconsultants for services invoiced to and paid by OWNER within fourteen (14) calendar days of CONSULTANT's receipt of payment from OWNER.

5.3.3.3 Payments for subconsultants costs when those subconsultants are not included in the approved MBE/WBE compliance plan.

5.3.3.4 Failure of the CONSULTANT to submit timely and complete records of Subproject meeting proceedings as specified in Paragraph 1.1.8.

5.3.3.5 Failure of the CONSULTANT to submit timely and complete weekly reports of its Subproject job site observations containing detailed information as specified in subparagraph 1.4.4.5.2 of the **Supplemental Terms and Conditions of this AGREEMENT**, as appropriate to the Subproject assignment.

5.3.3.6 Failure of the CONSULTANT to provide updated Subproject record drawings and Contractor's record contract documents to the OWNER within thirty (30) calendar days after Contractor's record contract documents have been provided to the CONSULTANT by the Contractor upon substantial or final completion of the Subproject.

5.3.3.7 Failure to make timely payment to the City of Austin for taxes.

5.3.4 *Prompt Payments*

The OWNER shall make payment to CONSULTANT of the sum named in a payment application within thirty (30) calendar days after the day on which the OWNER received the mutually acceptable payment application. If the OWNER fails to make such prompt payment, then OWNER will pay CONSULTANT, in addition to the amount owed for the payment application, interest thereon at the rate specified in Government Code, Section 2251.025(b) from date due until fully paid, which shall fully liquidate any injury to CONSULTANT growing out of such delay in payment.

The OWNER cannot make a partial payment on an invoice in dispute. The CONSULTANT may resubmit an invoice for the undisputed amount or wait for payment until the dispute has been resolved. The thirty (30) calendar days restarts after the OWNER receives a corrected payment application.

5.3.5 *Payment for Project Suspension or Termination*

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

5.3.5.1 If a Subproject is suspended or abandoned in whole or in part for more than three months, the CONSULTANT will be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due. If the Subproject is resumed after being suspended for more than three months, the CONSULTANT'S compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, OWNER may terminate the Subproject in accordance with Subsection 8.6.

SECTION 6 - SUBSEQUENT WRITTEN AUTHORIZATIONS

6.1 The procedure for establishing each Subproject assignment by negotiating subsequent written authorizations is as follows:

6.1.1 Proposal Request: Upon identifying a specific Subproject assignment, the OWNER will issue a written Proposal Request, as shown in Attachment 2, to the CONSULTANT describing the Subproject, services required, proposed schedule, and method of compensation selected by OWNER.

6.1.2 CONSULTANT Proposal: After being contacted by the OWNER, the CONSULTANT shall arrange with the OWNER to review the Proposal Request and provide a Proposal for the OWNER's review within fourteen (14) calendar days of the OWNER's contact. The CONSULTANT's Proposal must include a Resource Allocation Plan (RAP), as described in Section 4, for the Subproject. The OWNER shall notify the CONSULTANT within seven (7) calendar days if the Proposal is acceptable or if revisions are needed. The approved CONSULTANT's proposal will be attached to the OWNER's Proposal Request and may include a clarification of the scope of services. The Proposal Request form, with the CONSULTANT's signature indicating acceptance of the Subproject assignment and compensation, will be returned to the OWNER within seven (7) calendar days of OWNER approval.

6.1.3 Notice to Proceed: When the OWNER receives the accepted Proposal Request form signed by the Consultant, the OWNER will sign the Notice to Proceed section, as shown in Attachment 2, and provide a copy to the CONSULTANT within three (3) calendar days of the OWNER's receipt. This Notice to Proceed will formally authorize the CONSULTANT to proceed with the initial phase of the Subproject services in accordance with the approved Subproject RAP included in the CONSULTANT's Proposal. The CONSULTANT agrees to begin work within seven (7) calendar days from the date of the OWNER's signature on the Notice to Proceed. The CONSULTANT will provide a Subproject QCP plan, as described in paragraph 1.3.1, within fourteen (14) calendar days of the OWNER's issuance of the Subproject Notice to Proceed.

6.2 Execution of a Proposal Request constitutes a Supplemental Amendment to this AGREEMENT. For the purpose of administration of this AGREEMENT, for resolving technical matters, and for the execution of subsequent Proposal Requests, the OWNER shall mean the Division Manager, Project Management Division, Public Works Department, or their designee.

SECTION 7 - INSURANCE REQUIREMENTS

7.1 The CONSULTANT shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT:

7.1.1 Workers' Compensation and Employers' Liability Insurance Coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and (1) minimum policy limits for Employers Liability Insurance of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee; or (2) as otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**. The CONSULTANT's policy must be issued by an insurer licensed or approved to do business in the State of Texas and include these endorsements in favor of the OWNER::

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

- (a) Waiver of Subrogation, form WC 420304, or equivalent.
- (b) 30 day Notice of Cancellation, form WC 420601, or equivalent.

7.1.2 Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B unless otherwise stated in the **Supplemental Terms and Conditions of this AGREEMENT**. The policy must contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under this AGREEMENT and all contracts relative to this PROJECT.
- (b) Independent Contractors coverage.
- (c) OWNER listed as an additional insured, endorsement CG 2010, or equivalent.
- (d) 30 day Notice of Cancellation in favor of the OWNER, endorsement CG 0205, or equivalent.
- (e) Waiver of Transfer Right of Recovery Against Others in favor of the OWNER, endorsement CG 2404, or equivalent.
- (f) Aggregate limits of insurance per project, endorsement CG 2503, or equivalent

7.1.3 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles (1) with a minimum combined single limit of \$500,000 per accident for bodily injury and property damage; or (2) \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability; or (3) as otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**. The policy shall contain the following endorsements in favor of the OWNER:

- (a) Waiver of Subrogation endorsement TE 2046A, or equivalent.
- (b) 30 day Notice of Cancellation endorsement TE 0202A, or equivalent.
- (c) Additional Insured endorsement TE 9901B, or equivalent.

7.1.4 CONSULTANT's Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30 day notice of cancellation in favor of the OWNER. The minimum limit is specified in subparagraph 7.1.4.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

7.2 General Requirements

7.2.1 The CONSULTANT must complete and forward the OWNER'S standard certificate of insurance to the OWNER before the AGREEMENT is executed, as verification of coverage required in Paragraphs 7.1.1 through 7.1.4 above. The CONSULTANT shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the OWNER's Office of Contract and Land Management. Approval of insurance by the OWNER does not relieve or decrease the liability of the CONSULTANT hereunder and must not be construed to be a limitation of liability on the part of the CONSULTANT.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

7.2.2 Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date must be coincident with or prior to the date of this AGREEMENT and the certificate of insurance must state that the coverage is claims made and the retroactive date. The CONSULTANT shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, must have the same retroactive date as the original policy applicable to the PROJECT. The CONSULTANT shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

7.2.3 The CONSULTANT's insurance coverage must be written by companies licensed or approved to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better unless otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**. The OWNER will accept workers' compensation coverage written by the Texas Workers Compensation Insurance Fund.

7.2.4 All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance will indicate: City of Austin, Office of Contract and Land Management, P.O. Box 1088, Austin, Texas 78767.

7.2.5 The "other" insurance clause will not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the OWNER and the CONSULTANT, be considered primary coverage as applicable.

7.2.6 If insurance policies are not written for amounts specified above, the CONSULTANT shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

7.2.7 The OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

7.2.8 The OWNER reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the CONSULTANT.

7.2.9 The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

7.2.10 The CONSULTANT shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

7.2.11 The CONSULTANT shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the AGREEMENT.

7.2.12 If OWNER-owned property is being transported or stored off-site by the CONSULTANT, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.

7.2.13 The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of the CONSULTANT.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

7.3 CONSULTANT shall determine appropriate types and levels of insurance coverage to be provided by subconsultants and advise the subconsultants of the documentation to be provided to CONSULTANT to verify coverage.

SECTION 8 - TERMINATION OF AGREEMENT

8.1 The rights to terminate provided in this Section 8 are in addition to, and cumulative of, all other rights and remedies available to the parties at law or in equity.

8.2 This AGREEMENT may be terminated by the CONSULTANT upon at least seven (7) calendar days written notice should the OWNER substantially fail to perform in accordance with the OWNER's responsibilities through no fault of the CONSULTANT.

8.3 Notice to Cure.

OWNER shall endeavor to provide a Notice to Cure to the CONSULTANT to cure an event of default described in this Section and/or an anticipatory breach of contract. The CONSULTANT must attend a meeting with the OWNER regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, the CONSULTANT must prepare a report describing its program and measures to effect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONSULTANT's report must be delivered to the OWNER at least three (3) business days prior to any requested meeting with the OWNER.

8.4 This AGREEMENT may be terminated by the OWNER upon at least seven (7) calendar days' written notice to the CONSULTANT in the event that the PROJECT is abandoned or indefinitely postponed.

8.5 This AGREEMENT may be terminated by the OWNER for cause upon seven (7) calendar days' written notice. In the event OWNER terminates the AGREEMENT with cause, the OWNER may reject any and all proposals submitted by CONSULTANT for up to three (3) years. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause as set forth in Subsection 8.6 and CONSULTANT's remedy for wrongful termination is limited to the recovery of payments permitted under Subsection 8.6.

The OWNER may terminate for cause due to the occurrence of any one of the following:

8.5.1 If CONSULTANT persistently fails to perform the work in accordance with the AGREEMENT, in particular the approved Subproject RAP;

8.5.2 If CONSULTANT disregards laws or regulations of any public body having jurisdiction;

8.5.3 If CONSULTANT makes fraudulent statements;

8.5.4 If CONSULTANT fails to make adequate progress and endangers timely and successful completion of the AGREEMENT;

8.5.5 CONSULTANT's failure under 8.5.4 includes failure of subconsultants to meet contractual obligations; or

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

8.5.6 If CONSULTANT otherwise violates in any substantial way any provisions of the AGREEMENT.

8.6 This AGREEMENT may be terminated at the OWNER'S convenience upon seven (7) calendar days written notice; in which event, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due, in accordance with Subsection 8.7, and the OWNER retains the right to continue the PROJECT consistent with paragraph 12.2.4.

8.7 In the event of termination not the fault of the CONSULTANT, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due. CONSULTANT will submit to the OWNER, within the timeframe set in the termination notice, all work and documents prepared to that point. Fixed-fee payment to the CONSULTANT shall be proportional to services performed to the date of termination.

SECTION 9 - OWNER REMEDIES

9.1 The CONSULTANT and OWNER agree that in the event of a delay in completion for which the OWNER suffers actual damages, the OWNER may elect to pursue its actual damages and any other remedy allowed by law. Conditions under which the OWNER may seek other damages include, but are not limited to:

9.1.1 Failure of the CONSULTANT to make adequate progress in accordance with paragraph 8.5.4 above.

9.1.2 Failure of the CONSULTANT to design for compliance with the laws of City, State and federal governments as specified in paragraph 1.4.2 of the **Supplemental Terms and Conditions of this AGREEMENT**, such that subsequent compliance costs exceed expenditures which would have been involved had services been properly executed by the CONSULTANT. The CONSULTANT will financially participate in the OWNER'S financial losses for those non-value added compliance costs.

9.1.3 Losses are incurred, despite the Quality Control Plan (QCP), because of defects, errors and omissions in the design, working drawings, specifications or other documents prepared by the CONSULTANT to the extent that the financial losses are greater than the OWNER would have originally paid had there not been defects, errors and omissions in the documents. The CONSULTANT will financially participate in the OWNER'S financial losses for those non-value added work costs.

9.2 Pursuant to Section 7.1.4, the OWNER shall assert a claim against the CONSULTANT as appropriate when other remedies are not available or offered for design deficiencies discovered during and after Subproject construction. When the OWNER incurs non-value added work costs for change orders due to design errors or omissions, the OWNER will send the CONSULTANT a certified cost recovery letter that includes

- (1) summary of facts with supporting documentation;
- (2) instruction for CONSULTANT to revise design documents, if appropriate, at CONSULTANT's expense;
- (3) calculation of non-value added work costs incurred by the OWNER; and
- (4) deadline for CONSULTANT's response.

The CONSULTANT will provide a preliminary response to OWNER within seven (7) calendar days of receipt of the claim letter. The CONSULTANT must submit a formal documented response to the claim letter to the OWNER within fourteen (14) calendar days of the date of the preliminary response. The CONSULTANT will provide the payment requested by OWNER within thirty (30) calendar days of OWNER's acceptance of formal CONSULTANT

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

response or the CONSULTANT will request alternative dispute resolution, as described in subsection 11.2 of this AGREEMENT, within fourteen (14) calendar days of OWNER's rejection of formal CONSULTANT response.

9.3 The CONSULTANT may be required to revise bid documents and re-advertise the Subproject at the CONSULTANT's sole cost (including printing) if, in the OWNER's judgment, the CONSULTANT generates excessive addenda, either in terms of the nature of the revisions or the actual number of changes due to the CONSULTANT's errors or omissions.

9.4 Decisions to Withhold Payment

9.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary because of conditions outlined in paragraph 5.3.3 "Payments Withheld".

SECTION 10 - CONSULTANT REMEDIES

10.1 If the CONSULTANT is prevented from completing any part of a Subproject within the time established in the Subproject RAP due to delays beyond the control of either the OWNER or the CONSULTANT, an extension of the Subproject schedule in an amount equal to the time lost due to such delay shall be the CONSULTANT's sole and exclusive remedy. Performance interrupted by an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, will be excused for a period of time necessary to remedy the effect of the precipitating occurrence. In such cases, a conference will be held within three (3) working days of the end of the occurrence to establish a revised schedule in the RAP

10.2 CONSULTANT's requests for remedies arising from the terms of this AGREEMENT for conditions other than those specified in subsection 10.1 must be done in accordance with the following:

10.2.1 Within thirty (30) calendar days after the CONSULTANT could be reasonably expected to know of the occurrence prompting the request, the CONSULTANT must deliver preliminary written notice to the OWNER describing the general nature of the request. Within thirty (30) calendar days after the preliminary notice, the CONSULTANT must provide the OWNER written supporting documentation stating all known amounts and/or time extensions to which the CONSULTANT is entitled.

10.2.2 Within thirty (30) calendar days of receipt of notice of the amount of the requested remedy with supporting data, OWNER and CONSULTANT will meet to discuss the request, after which an offer of settlement or notification of no settlement offer will be made to CONSULTANT. If CONSULTANT is not satisfied with the proposal presented, CONSULTANT will have thirty (30) calendar days in which to

- (1) submit additional supporting data requested by the OWNER;
- (2) modify the initial request for remedy; or
- (3) request Alternative Dispute Resolution.

SECTION 11 - DISPUTE RESOLUTION

11.1 Filing of Claims

11.1.1 Claims arising from the circumstances identified in this AGREEMENT, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

11.1.2 Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, the OWNER and CONSULTANT shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

11.2 Alternative Dispute Resolution

11.2.1 If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies.

11.2.2 Negotiating with Previously Uninvolved Personnel

Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) calendar days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONSULTANT's organization or any other reason, the CONSULTANT shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations will be concluded within thirty (30) calendar days of the first meeting, unless mutually agreed otherwise.

11.3 Mediation

11.3.1 If the procedure described in 11.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONSULTANT agree to select within thirty (30) calendar days a mediator trained in mediation skills and knowledgeable of the CONSULTANT's professional discipline, to assist with resolution of the dispute. OWNER and CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this AGREEMENT prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection is binding on the parties.

11.3.2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for

(1) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes;
(2) a meeting of all parties for the exchange of points of view; and
(3) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives.

The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise. Should the parties fail to reach a resolution of the dispute through mediation, then each party is released to pursue other remedies available to them.

11.4 Resolution of Disputes between CONSULTANT and Subconsultant:

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

The CONSULTANT agrees to follow the procedures paralleling those outlined in subsections 11.1, 11.2 and 11.3 in the event of a dispute with a subconsultant. The OWNER is not a party to the dispute resolution process between the CONSULTANT and subconsultants. However, if the OWNER is notified of a subconsultant claim, the OWNER will withhold payments to the CONSULTANT in accordance with subparagraph 5.3.3.2 until receiving notification that the claim has been resolved.

SECTION 12 - MISCELLANEOUS PROVISIONS

12.1 Owner's Right to Audit

12.1.1 Records means all records generated by or on behalf of CONSULTANT and each subconsultant, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Agreement, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files;
- .4 correspondence;
- .5 supplemental amendments (as appropriate);
- .6 agreements between CONSULTANT and any subconsultant;
- .7 records necessary to evaluate: contract compliance; and any claim submitted by CONSULTANT or any of its subconsultants;
- .8 any other CONSULTANT record that may substantiate any charge related to this Agreement; and
- .9 technical work products in accordance with the approved Subproject RAP.

12.1.2 CONSULTANT shall allow OWNER's agent or its authorized representative to inspect, audit, and/or reproduce all Records generated by or on behalf of CONSULTANT and each subconsultant, upon OWNER's written request. Further, CONSULTANT shall allow OWNER's agent or authorized representative to interview any of CONSULTANT's employees, all subconsultants, and all their respective employees.

12.1.3 CONSULTANT shall retain all its Records, and require all its subconsultants to retain their respective Records, during this Agreement and for the longest of these specified periods: (i) three (3) years after final payment, (ii) until all audit and litigation matters that OWNER has brought to the attention of CONSULTANT are resolved, or (iii) longer as required by law. OWNER's right to inspect, audit, reproduce Records (at no cost to OWNER), or interview employees of CONSULTANT or its respective subconsultants exists for the same period described in the preceding sentence.

12.1.4 CONSULTANT must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, and/or reproduce Records, and to interview any person about the Records.

12.1.5 CONSULTANT shall insert these requirements in each written agreement between CONSULTANT and any subconsultant and require each subconsultant to comply with these provisions.

12.2 Ownership and Use of Documents

12.2.1 All Subproject Drawings and Specifications produced by the CONSULTANT under this AGREEMENT are the property of the OWNER. The CONSULTANT shall also provide the OWNER high quality mylar and digital computer copies on CD or other OWNER-approved media of updated drawings and reproducible copies of specifications as specified in paragraph 1.4.2 of the **Supplemental Terms and Conditions of this AGREEMENT**. The cost of such copies will be paid as specified in Section 5 of this AGREEMENT. The

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

CONSULTANT may not provide copies of or otherwise use the work products covered by this subsection 12.2 without the express prior written approval of the OWNER.

12.2.2 The CONSULTANT agrees that items such as Subproject plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this AGREEMENT, and which is/are to be paid for by the OWNER, is/are subject to the rights of the OWNER in effect on the date of this AGREEMENT. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The CONSULTANT shall not copyright or otherwise claim ownership of the work products covered by this subsection 12.2. The CONSULTANT shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this subsection 12.2.

12.2.3 All such items furnished by the CONSULTANT pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the CONSULTANT does not represent such items to be suitable for reuse on any other project or for any other purpose(s). If the OWNER reuses such items without the CONSULTANT's specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the CONSULTANT.

12.2.4 Should the CONSULTANT be terminated under this AGREEMENT, the OWNER may continue the PROJECT and receive copies within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the OWNER, as specified in paragraph 1.4.2 or 1.4.5 of the **Supplemental Terms and Conditions of this AGREEMENT** (depending on the PROJECT's status at time of termination). The OWNER may have these documents completed, corrected, revised or added to by another design professional according to Title 22, Chapter 137.33(i) of the Texas Administrative Code.

12.2.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of the CONSULTANT's rights.

12.3 Venue

12.3.1 In the event of any suit at law or in equity involving the AGREEMENT, venue will be exclusively in Travis County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of this AGREEMENT.

12.4 Definitions

12.4.1 Terms in this AGREEMENT will have the same meaning as those in the standard purchasing and construction documents for the City of Austin, Texas. The applicable definitions may be viewed at <http://www.ci.austin.tx.us/purchase/downloads/ifb0100.pdf> and <http://www.ci.austin.tx.us/aeservices/toc.htm> respectively.

12.5 Severability

12.5.1 If any word, phrase, clause, sentence or provisions of this instrument, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding only effects such word, phrase, clause, sentence or provision, and such finding does not effect the remaining portions of this instrument; this being the intent of the parties in entering into this instrument; and all provisions of this instrument are declared to be severable for this purpose.

12.6 Indemnification

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
GENERAL CONDITIONS OF THE AGREEMENT**

12.6.1 The **CONSULTANT** shall indemnify and hold harmless the **OWNER**, and its officers, agents and employees, from and against all claims, demands, costs, causes of action, and liability of every kind and nature, including reasonable attorney's fees for the defense of any and all claims and demands, arising directly or indirectly from, or in any way connected with, the negligent performance of or failure to perform services in connection with this **AGREEMENT** by **CONSULTANT**, its officers, agents, employees, and parties with whom it contracts.

12.7 Notices

12.7.1 Any and all notices under this **AGREEMENT** must be in writing and shall be delivered to the party entitled to receive the same by hand or U.S. Certified Mail, return receipt requested, addressed as specified in the **Supplemental Terms and Conditions of this AGREEMENT**.

12.7.2. Mailed notice will be deemed effective three (3) business days after such notice is mailed by Certified Mail with return receipt requested. Hand delivered notice will be effective when received and acknowledged by signed receipt.

12.8 Successors and Assigns

12.8.1 The **OWNER** and the **CONSULTANT** bind themselves, their partners, successors, assigns and legal representatives to the other party to this **AGREEMENT** with respect to all covenants of this **AGREEMENT**. Neither the **CONSULTANT** nor the **OWNER** will assign, sublet or transfer any interest in this **AGREEMENT** without the prior written consent of the other party.

12.9 Extent of Agreement

12.9.1 This **AGREEMENT** represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This **AGREEMENT** may be amended only by written instrument signed by authorized representatives of both **OWNER** and **CONSULTANT**.

END

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

1.1 Performance of Services

Insert the following 1.1.13 through 1.1.15:

1.1.13 If directed by OWNER, CONSULTANT shall update OWNER provided record documents.

1.1.14 If the OWNER provided record documents to be updated that have been sealed by another Engineer, the CONSULTANT shall notify the Engineer of record of the agreement to update said documents. All updates and revisions to existing sealed documents shall be made as directed by OWNER and in accordance with the Texas Board of Professional Engineers rules.

1.1.15 The CONSULTANT agrees that record documents provided by the OWNER are to be used only for the intended purpose and to meet this contract's obligations. Use of these record documents for any other purpose not explicitly authorized by the OWNER is strictly prohibited.

1.4 Basic Services

Insert the following 1.4.1 through 1.4.6:

1.4.1 UTILITY DESIGNATING SERVICES

1.4.1.1 The CONSULTANT shall perform the following Utility Designating Services, in defining the horizontal location of underground utilities by the application and interpretation of non-destructive surface geophysical techniques. This includes, but is not limited to electromagnetic, magnetic, and elastic wave methods.

1.4.1.2 The CONSULTANT shall compile all available "As Built" information for the PROJECT assignment from plans, plats and other location data as provided by the utility owner.

1.4.1.3 The CONSULTANT shall coordinate with utility owners when it is utility owner's policy to designate their own facilities at no cost. The CONSULTANT shall examine utility owner's work to ensure accuracy and completeness.

1.4.1.4 The CONSULTANT shall designate, record and mark horizontal location(s) of the existing utility and associated service laterals to existing buildings using non-destructive surface geophysical techniques.

1.4.1.5 The CONSULTANT shall correlate utility owner records with designated data and resolve discrepancies using professional judgment. A composite utility facility plan with utility owner names and quality levels clearly identified will be prepared by the CONSULTANT and delivered to the OWNER. The CONSULTANT shall provide this information in the applicable format for the OWNER'S CADD system.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

1.4.1.6 The CONSULTANT shall determine and inform the OWNER of the approximate utility depths at critical locations as defined by the OWNER. This depth indication is understood by all parties to be approximate only and is not intended for use in preparing the right-of-way and construction plans.

1.4.1.7 The CONSULTANT shall provide a monthly summary of work completed and in-progress with adequate detail to verify compliance with agreed work schedule.

1.4.2 SUBSURFACE UTILITY LOCATION (TEST HOLE) SERVICES

1.4.2.1 The CONSULTANT shall provide locating services in acquiring precise horizontal and vertical position of the utility, as well as its material, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensure the integrity of the utility facility.

1.4.2.2 The CONSULTANT shall review test hole locations proposed by the owner and recommend changes if necessary. Additional test holes may be recommended for the OWNER'S approval where field conditions dictate.

1.4.2.3 The CONSULTANT shall obtain all necessary permits for utility cuts and/or street closure(s). Cost of such permits if any will be paid by the OWNER. No overhead cost for the permit will be paid by the OWNER.

1.4.2.4 The CONSULTANT shall coordinate their activities with utility owner inspectors as may be required by law or utility owner policy.

1.4.2.5 The CONSULTANT shall neatly cut and remove existing pavement material, such that the cut does not exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.

1.4.2.6 The CONSULTANT shall measure and record the following data on an appropriately formatted test hole data sheet.

- (a) Elevation of top and/or bottom of utility referenced to the datum of the finished plan. A minimum of two benchmarks shall be utilized. Elevations shall be within an accuracy of 15 mm (0.591 inches) of utilized benchmarks.
- (b) Elevation of existing surface over utility at test hole location.
- (c) Horizontal location referenced to project coordinate datum.
- (d) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- (e) Utility facility material(s).
- (f) Utility condition.
- (g) Pavement thickness and type.
- (h) Unusual circumstances of field conditions.

1.4.2.7 The CONSULTANT shall excavate test holes in such a manner as to prevent any damage to the utility or to wrappings, coatings, or other protective coverings.

1.4.2.8 The CONSULTANT shall be responsible for any damage to the utility during the locating process. In the event of damage, the CONSULTANT shall notify the appropriate utility facility owner, OWNER'S Utility Coordination Engineer, and appropriate regulatory agencies. Work will not resume until the utility facility owner has determined the corrective action to be taken. The CONSULTANT will be liable for all costs involved in the repair or replacement of the utility facility.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

1.4.2.9 The CONSULTANT shall backfill all excavations with appropriate material consisting of mechanically compacted soil cuttings or other approved material. Pavement and surface material shall be restored to its original condition. The CONSULTANT shall determine all backfilling requirements prior to finalizing the CONSULTANT'S proposal for a specific project assignment. The CONSULTANT will be responsible for the integrity of the backfill and surface restoration for a period of three years or as required by the OWNER'S Utility Cut Manual. The CONSULTANT shall install a marker ribbon throughout the backfill.

1.4.2.10 The CONSULTANT shall furnish and install a permanent above ground marker (i.e. P.K. nail, peg, hub, etc.), directly above centerline of utility facility.

1.4.2.11 The CONSULTANT shall provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape are not appropriately restored by the CONSULTANT, corrective action shall be taken to correct the problem at no additional cost to the OWNER. If corrective action is taken by the OWNER, all cost will be billed to the CONSULTANT.

1.4.2.12 The CONSULTANT shall plot utility location and position information to scale and provide three (3) hard copies (11" by 17") of the comprehensive utility plan. The CONSULTANT shall also provide this information in electronic format applicable to the OWNER'S CADD system as directed by the Owner.

1.4.2.13 The CONSULTANT shall return plans, profiles, and test hole data sheets to the OWNER'S Project Manager. The CONSULTANT shall conduct a review of the findings with the OWNER.

1.4.2.14 The CONSULTANT shall provide a monthly summary of work completed and in progress with adequate detail to verify compliance with agreed work schedule. Reports may be handwritten provided they are clear and legible.

1.4.3 PROJECT COORDINATION ACTIVITIES

1.4.3.1 The CONSULTANT shall coordinate all activities with the OWNER'S Project Manager or other OWNER'S designee, to facilitate the orderly progress and timely completion of the OWNER'S design phase. If authorized by OWNER, the following services shall be provided as described in subsections 1.4.3.2 through 1.4.3.5 below:

1.4.3.2 Initial PROJECT Meeting – The CONSULTANT shall attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions and project requirements. If required by the OWNER, the CONSULTANT shall prepare a written report of the meeting and deliver it to the OWNER.

1.4.3.3 Work Plan – If required by the OWNER, the CONSULTANT shall develop a work plan including a list of tasks to be performed, a schedule and a cost/ time estimate.

1.4.3.4 Progress Meetings – When required in the project assignment, the CONSULTANT shall meet with the OWNER'S Project Manager periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings will review:

- (a) Activities completed since the last meeting.
- (b) Problems encountered.
- (c) Late activities.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

- (d) Activities required by the next progress meeting.
- (e) Solutions for unresolved and/or anticipated problems.
- (f) Information or items required from other agencies/consultants.

1.4.3.5 External Communications – The CONSULTANT shall coordinate all activities with the OWNER'S Project Manager or other representatives, when authorized by the OWNER. Copies of diaries, correspondence and other documentation of work-related communications between service provider, utility owners and other outside entities shall be provided to the OWNER.

1.4.4 MISCELLANEOUS ACTIVITIES

1.4.4.1 The CONSULTANT shall provide the following:

1.4.4.1.1 Traffic Control – The CONSULTANT shall provide all traffic control, labor and equipment and shall comply with the regulations of the most recent addition of the Texas Manual on Uniform Traffic Control Devices and Section 8 of the OWNER'S Transportation Criteria Manual. The CONSULTANT shall obtain approval from the OWNER concerning the proposed method of handling traffic prior to commencing work.

1.4.4.1.2 Permits and right of entry – The CONSULTANT shall obtain all necessary permits from the OWNER, county, municipality, railroad or other jurisdiction to allow the work within existing streets, roads, or private property for designating and/or subsurface utility locating service.

1.4.5 QUALITY LEVELS

1.4.5.1 The activities detailed in Sections 1.4.1 through 1.4.4 when combined with the traditional records research and site survey, provide "quality levels" of information. The OWNER may require one or more of the following "quality levels" for each project assignment and will indicate to the CONSULTANT the required level for a specific PROJECT assignment.

1.4.5.1.1 Quality Level A – Three-dimensional mapping and other characterization data. This information is obtained by the CONSULTANT when utility facilities are exposed within test hole excavations and appropriate measurements and recordings (to approximate survey control) are made of utility/ environment data. The information acquired during Quality Level B, C and D is incorporated with test hole excavation results to produce Quality Level A information.

1.4.5.1.2 Quality Level B – Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of surface geophysical methods. Utility indications are referenced to appropriate survey control. The information acquired during Quality Level C and D is incorporated with test hole excavation results to produce Quality Level B information.

1.4.5.1.3 Quality Level C – Surface visible feature surveys are combined with information from Quality Level D.

1.4.5.1.4 Quality Level D – Existing records from utilities are plotted from review of available records.

1.4.6 ADDITIONAL SERVICES

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

1.4.6.1 The following Services are not included in Basic Services unless included in subsequent written authorizations as provided for in Section 6. Additional Services shall be provided only if authorized or confirmed in writing by the OWNER, and shall be paid for by the OWNER as provided in this AGREEMENT, in addition to the compensation for Basic Services. Additional Services shall be authorized by the OWNER in the form of a written Amendment to a specific subsequent written authorization, and all applicable articles of the AGREEMENT shall apply to the Additional Services authorization. If CONSULTANT identifies a need for Additional Services, a proposal for these services shall be submitted for OWNER'S consideration within ten (10) working days of the identified need. Potential Additional Services may include, but are not limited to, the following:

1.4.6.1.1 Condition Assessments – The CONSULTANT shall perform and document condition assessments of the utility facility by utilizing ultrasonic equipment, interior pipe wall videos, visual inspection or other techniques, when requested.

1.4.6.1.2 Testimony (Expert Technical Witness) – The CONSULTANT shall provide testimony in legal proceedings in connection with claims brought against or prosecuted by the OWNER and agrees to appear as an expert technical witness on behalf of the OWNER.

SECTION 2 - OWNER'S RESPONSIBILITIES

2.2 The OWNER may pay for or provide surveys describing physical characteristics, legal limitations for the site of a Subproject, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, and other special data or conditions. The CONSULTANT may reasonably rely upon such information in the performance of their services under this AGREEMENT unless CONSULTANT'S on-site review shows encroachments or other legal impediments..

2.3 The OWNER may pay or provide for the services of soil engineers or other consultants when such services are deemed necessary by the CONSULTANT and have the OWNER's written concurrence. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

SECTION 3 - FIXED CONSTRUCTION BUDGET (in General Conditions of the Agreement) – NOT APPLICABLE

SECTION 4 - RESOURCE ALLOCATION PLAN (RAP) (in General Conditions of the Agreement)

SECTION 5 - COMPENSATION

Add items 5.1.1.2.1 through 5.1.1.2.3.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

5.1.1.2.1 Compensation for Basic Services for the PROJECT will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount (Standard Hourly Rate) fee basis or as a Stipulated Sum fee basis, as shown in the approved PROJECT RAP.

5.1.1.2.2 *Standard Hourly Rate*: Compensation for Basic Services as described in paragraphs 1.4.1 through 1.4.5 is as follows:

5.1.1.2.2.1 The hourly rate for each class of employee includes all labor, overhead, and profit necessary to perform the requested services. The hourly rate schedule is shown in Attachment 3. Attachment 3 documents the methodology for calculating the CONSULTANT's overhead rate.

5.1.1.2.2.2 The Not-to-Exceed-Maximum-Amount for the PROJECT shall include the estimated cumulative hours needed to perform the services multiplied by the appropriate rate schedule in Attachment 3 plus the estimated allowance for Reimbursable Expenses.

5.1.1.2.3 *Stipulated Sum*

For Basic Services as described in paragraphs 1.4.1 through 1.4.5 is as follows:

5.1.1.2.3.1 The Stipulated Sum includes all labor, overhead, and profit necessary to perform the requested services. Payments will be made on the basis of the proportion of services performed for each phase as a percentage of all PROJECT services.

5.1.1.2.3.2 Phases of services and percentages of the total Basic compensation payable per Phase will be included in the approved RAP.

Add item 5.1.3.1.1

5.1.3.1.1 Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount (Standard Hourly Rate) fee basis or as a Stipulated Sum fee basis, as shown in Attachment 3.

Add item 5.1.4.3

5.1.4.3 An allowance for Reimbursable Expenses described in Subsection 5.2 will be determined and included in the approved RAP. The CONSULTANT shall not exceed the allowance amount without prior written approval by OWNER.

Insert the following paragraph 5.1.7

5.1.7 *Payment Applications*

5.1.7.1 Payment applications must be submitted on a monthly basis.

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

5.1.7.2 For PROJECTS that are compensated on a Standard Hourly Rate basis, the CONSULTANT's statement of services must show the name of all employees and subconsultants charging time to the PROJECT, the amount of time billed, the hourly rates, and the activities performed by each person listed. If requested by OWNER, payroll time sheets shall be provided.

5.1.7.3 For PROJECTS that are to be compensated on a Stipulated Sum basis, the CONSULTANT's statement of services must include a brief summary of the progress and completion of tasks to substantiate the percentage of completion of services by Phase during the time period covered by the payment application.

5.1.7.4 Each payment application from the CONSULTANT will be reviewed to ensure the following information is included and/or is correct. Without this information, the OWNER will not approve the payment. CONSULTANT will be notified, within fourteen (14) calendar days after OWNER's receipt of the payment application, if the payment application is inaccurate and/ or incomplete. An "accurate and complete payment application" means:

- That the critical figures included on the payment application have been accurately calculated;
- That the labor rates, reimbursables, fixed fee, subconsultant's rates, overhead and fringe benefits listed on the payment application are consistent with the terms of the AGREEMENT or the most recent Supplemental Amendment.
- That the charges included on the payment application reflect activity for which the CONSULTANT has actually performed work.
- That the charges included on the payment application are for work included in the AGREEMENT or an amendment, and the charges are tied directly to tasks outlined in the AGREEMENT.
- That the CONSULTANT's principals are billing at staff rates when acting in that capacity.
- That for subconsultant activity, the subconsultant is recognized as an approved subconsultant in the approved MBE/WBE compliance plan for the AGREEMENT or amendment.
- That for subconsultant activity, the subconsultant approved for a specific discipline is being used/ paid when the work in that discipline is performed.
- That for subconsultant or subcontractor activity on federally funded projects is being reimbursed at invoice cost.
- That any reimbursable expenses claimed are permitted by the terms of the AGREEMENT.
- That for any allowed reimbursable expense, supporting documentation is attached to the invoice.
- That the CONSULTANT is billing the City for all work performed by both the CONSULTANT and subconsultants within 45 calendar days of when the work was performed.

5.1.7.5 The OWNER shall review the first payment application in detail with the CONSULTANT to explain OWNER's payment requirements and to ensure payment application is accurate and complete.

5.1.7.6 Any costs incurred in excess of approved maximum not-to-exceed contract amount(s) incurred prior to OWNER's written consent will be at CONSULTANT's risk and OWNER will not pay such costs unless such costs were incurred at the OWNER's direction or the OWNER failed to respond

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

to the CONSULTANT's request within seven (7) calendar days. The OWNER is not required to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

5.1.2 Basic Compensation

5.1.2.1 The total amount of compensation to be paid to all of the consultants on the 2012 Subsurface Utility Engineering (SUE) Services Rotation List during the term of this AGREEMENT will not exceed **Three Million Dollars and No Cents** (\$3,000,000.00) for the three year period of service approved by Council or until funds are exhausted, without prior written approval by the OWNER. Authorization of service is contingent upon annual Council approval of the CIP budget for the PROJECT. It is anticipated that the above amount will be divided among each of the **five** selected consultants, as shown on Attachment 5. However, this AGREEMENT does not in any way guarantee payment of any amount by OWNER to CONSULTANT. The CONSULTANT is not authorized to begin work on any Subproject until the OWNER issues a Notice to Proceed for the Subproject.

SECTION 6 - SUBSEQUENT WRITTEN AUTHORIZATIONS (in General Conditions of the Agreement)

SECTION 7 - INSURANCE REQUIREMENTS

7.1.4 CONSULTANT's Professional Liability Insurance

Insert subparagraph 7.1.4.1:

7.1.4.1 CONSULTANT's Professional Liability Insurance with a minimum limit of **One Million Dollars and No Cents** (1,000,000.00) dollars per claim and in aggregate.

SECTION 8 - TERMINATION OF AGREEMENT (in General Conditions of AGREEMENT)

SECTION 9 - REMEDIES (in General Conditions of AGREEMENT)

SECTION 10 - CONSULTANT REMEDIES (in General Conditions of AGREEMENT)

SECTION 11 - DISPUTE RESOLUTION (in General Terms and Conditions of AGREEMENT)

SECTION 12 - MISCELLANEOUS PROVISIONS

12.2 Ownership and Use of Documents

**PROFESSIONAL SERVICES AGREEMENT - ROTATION LIST
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

12.2.1 All engineering work product produced by the Consultant for this Project including but not limited to: Drawings, Specifications, manuals, databases, application files, listings, etc. are to be delivered to OWNER and become the property of the OWNER. The CONSULTANT shall provide the OWNER with the electronic source files for these documents and work product in a format and storage media directed by OWNER or otherwise acceptable to the OWNER to allow the OWNER to subsequently update, modify, or amend said documents and work product. In addition, the CONSULTANT shall also provide a digital copy of all new and updated Drawings, Specifications and manuals on CD or other OWNER-approved media. The cost of providing the source files and copies will be paid as specified in Section 5 of this AGREEMENT. The CONSULTANT may not provide copies of or otherwise use the subject documents or work products on any other project without the prior written approval of the OWNER.

12.7 Notices

Insert subparagraph 12.7.1.1:

12.7.1.1 Notices shall be addressed as follows (or as amended in writing in the future):

Mailed Notices to OWNER:

Project Management Division
Department of Public Works
City of Austin
P.O. Box 1088
Austin, Texas 78767

Hand Delivered Notices to OWNER:

Project Management Division
Department of Public Works
City of Austin
505 Barton Springs Road, Suite 900
Austin, Texas 78704

Mailed Notices to CONSULTANT:

TBE Group, Inc. dba Cardno TBE,
2590 Oakmont Drive, Suite 410
Round Rock, TX 78665

Hand Delivered Notices to CONSULTANT:

TBE Group, Inc. dba Cardno TBE,
2590 Oakmont Drive, Suite 410
Round Rock, TX 78665

END

ATTACHMENT 1: RESOURCE ALLOCATION PLAN - SAMPLE (ARC)

Consultant submits as part of
PSA negotiation

PM updates these fields with
each pay application

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase	\$0.00		2/28/2006			
1. Required phase submittals				0.0%	0.0%	0.0%
2. QA-QC/C submittals				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
B. Design Phase	\$0.00	3/1/2006	5/31/2006			
1. Schematic Design				0.0%	0.0%	0.0%
a. Schematic Design Docs				0.0%	0.0%	0.0%
b. Preliminary Specs				0.0%	0.0%	0.0%
c. LEED checklist				0.0%	0.0%	0.0%
2. Design Development				0.0%	0.0%	0.0%
a. Design Dev Docs				0.0%	0.0%	0.0%
b. LEED calculations				0.0%	0.0%	0.0%
c. Class B estimate				0.0%	0.0%	0.0%
3. Construction Documents				0.0%	0.0%	0.0%
a. 60% submittal				0.0%	0.0%	0.0%
b. 90% submittal				0.0%	0.0%	0.0%
c. Class A estimate				0.0%	0.0%	0.0%
d. Final bid documents				0.0%	0.0%	0.0%
4. QA-QC/C submittals				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	\$0.00	6/1/2006	9/30/2006			
1. Completion of all required tasks				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
D. Construction Phase	\$0.00	10/1/2006	4/30/2007			
1. Progress reports				0.0%	0.0%	0.0%
2. Review of pay applications				0.0%	0.0%	0.0%
3. Final inspection				0.0%	0.0%	0.0%
4. Record documents				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
E. Post-Construction Phase	\$0.00	5/1/2007	5/1/2008			
1. Completion of all required tasks				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
Project Total	\$0.00			0.0%	0.0%	0.0%

PM will advise Consultant of level of
detail/payment benchmarks to be used for
Task Descriptions.

SAMPLE

APPROVED FIXED CONSTRUCTION BUDGET:

DATE:

ATTACHMENT 1: RESOURCE ALLOCATION PLAN

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Utility Designating Services	\$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
B. Subsurface Utility Location (Test Hole) Services	\$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
C. Project Coordination Activities	\$0.00					
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
D. Traffic Control, Permits, and Right of Entry	\$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
E. Other Basic Services	\$0.00					
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
Project Total	\$0.00			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

ATTACHMENT 2

DATE: **ASSIGNMENT NO.:** **PROPOSAL REQUEST NO.:**

MASTER AGREEMENT: **CONTRACT NUMBER (DO):** _____

Fund: **Dept:** **Unit:** **R.C.:** **Object:** **Act:**

TO: **CONSULTANT:**

FROM: **OWNER:** Rotation List Manager:
Project Manager / Department:
Contract Management Division
Contract Management Department
City of Austin
P.O. Box 1088
Austin, Texas 78767

Please provide a CONSULTANT PROPOSAL for the following PROJECT assignment:

SUBPROJECT NAME:

SUBPROJECT DESCRIPTION:

Reference Attachments:

SUBPROJECT FIXED CONSTRUCTION BUDGET (RE: Section 3): Dollars
(\$)

**PHASES OF SERVICE, QUALITY LEVELS, AND RESOURCE ALLOCATION PLAN
REQUIRED FOR BASIC SERVICES (RE: Sections 1 & 4):**

Utility Designating Services ☐ **Required** ☐ **Not Required**

The CONSULTANT shall commence the provision of services upon receipt of written authorization from the OWNER to proceed with this phase of the services as described in Subsection 1.4.1 of this AGREEMENT and agrees to complete all services required in () calendar days.

Subsurface Utility Location (Test Hole) Services ☐ **Required** ☐ **Not Required**

The CONSULTANT shall commence the provision of services upon receipt of written authorization from the OWNER to proceed with this phase of the services as described in Subsection 1.4.2 of this AGREEMENT and agrees to complete all services required in () calendar days.

(continued on next page)

Project Coordination Activities ☐ **Required** ☐ **Not Required**

The CONSULTANT shall commence the provision of services upon receipt of written authorization from the OWNER to proceed with this phase of services as described in Subsection 1.4.3 of this AGREEMENT and agrees to complete all services required in () calendar days.

Traffic Control, Permits, and Right of Entry ☐ Required ☐ Not Required

The CONSULTANT shall commence the provision of services upon receipt of written authorization from the OWNER to proceed with this phase of services as described in Subsection 1.4.4.1 of this AGREEMENT and agrees to complete all services required in () calendar days.

Quality Levels ☐ Required ☐ Not Required

The activities detailed in Sections 1.0 through 1.4, when combined with the traditional records research and site survey, provide "quality levels" of information. The OWNER may require one or more of the following "quality levels" for each project assignment. The CONSULTANT shall commence the provision of services upon receipt of written authorization from the OWNER to proceed with this phase of the services as described in Subsection 1.4.5 of this AGREEMENT.

Quality Level A ☐ Required ☐ Not Required

Three-dimensional mapping and other characterization data. This information is obtained by the CONSULTANT when utility facilities are exposed within test hole excavations and appropriate measurements and recordings (to approximate survey control) are made of utility/environmental data. The information acquired during Quality Level B, C, and D is incorporated with test hole excavation results to produce Quality Level A info.

Quality Level B ☐ Required ☐ Not Required

Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of surface geophysical methods. Utility indications are referenced to appropriate survey control. Incorporates Quality Levels C and D information to produce Quality Level B.

Quality Level C ☐ Required ☐ Not Required

Surface visible feature surveys are combined with information from Quality Level D.

Quality Level D ☐ Required ☐ Not Required

Existing records from utilities are plotted from review of available records.

OTHER BASIC SERVICES: Reference Attachments:

PAYMENTS FOR BASIC COMPENSATION

☐ Lump Sum ☐ Loaded Hourly Rate

Lump Sum: Payments for Basic Services shall be made such that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

Utility Designating Services:	percent (%)
Subsurface Utility Location (Test Hole) Services:	percent (%)
Project Coordination Activities:	percent (%)
Traffic Control, Permits, and Right of Entry:	percent (%)
Other Basic Services:	percent (%)

Loaded Hourly Rate: Complete Attachment 3

CONSULTANT PROPOSAL

The proposed budget for this PROJECT assignment and the services described above is:

Basic Services	\$ _____
Allowance for Reimbursable Expenses	\$ _____
TOTAL	\$ _____

Required Resource Allocation Plan (Sec. 4) is included as Attachment 1

Reference Other Attachments:

Signature: _____
CONSULTANT _____ DATE _____

NOTICE TO PROCEED

When executed by the OWNER in the space provided below, and delivered to the CONSULTANT, the CONSULTANT is authorized to proceed with work as described in the PROPOSAL REQUEST, for the amount indicated above, in accordance with the contract referenced above and hereby incorporated herein.

NOTE:; The Quality Control Plan (QCP) is to be submitted to the Project Manager no later than 14 calendar days from the date below.

OWNER : _____
By: Rotation List Manager, _____ DATE _____
Contract Management Division

cc: Project Manager

ATTACHMENT 3: HOURLY RATES/ UNIT PRICES

1. Utility Designation/ Investigation/ Mapping Services Unit Prices

Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.

Price per linear foot:	\$ 1.42 / lf
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2. Subsurface Utility Location (Test Hole) Services Unit Prices

Price includes all associated costs including but not limited to vacuum excavation, engineering, survey, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.

Price per test hole:	0 feet to 5 feet	\$ 935.00 ea
	Over 5 feet to 8 feet	\$ 1,170.00 ea
	Over 8 feet to 13 feet	\$ 1,520.00 ea
	Over 13 feet to 20 feet	\$ 2,285.00 ea
	Over 20 feet	\$ 3,025.00 ea

Note: Depth will be determined from surface to the bottom of the utility.

3. Mobilization/ Demobilization Unit Prices

Price includes the cost to mobilize and demobilize personnel and equipment to/from the project site. This is a one time cost per project assignment.

Vacuum excavation truck:	\$ 3.75 / mile
Designating and/or other survey vehicle:	\$ 2.55 / mile
Traffic control vehicle:	\$ 2.55 / mile

Note: All rates include equipment and personnel travel time.

4. Miscellaneous Expenses Unit Prices

Utility designating services, without mapping:	\$1.05 / lf
Expert witness:	\$227.50/ hour
Required Permit Fees:	at cost
Special select backfill and paving:	at cost
Reproducibles beyond normal requirements:	at cost
Other SUE related activities:	at cost
Ground penetrating radar:	Negotiated at PROJECT assignment

5. Hourly Rates

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES

Overhead rate documentation has been provided to the City of Austin and was utilized by the COA in reviewing and approving the loaded hourly rates below.

PRIME FIRM**TBE Group, Inc. dba Cardno TBE****OFFICE PERSONNEL HOURLY SERVICES:**

Principal	John Harter, PE
	Vince Reger
Project Manager	Travis Isaacson, PE
Project Professional	Travis Isaacson, PE
Assistant Project Manager	Joseph Marek
Records Researcher	Joseph Marek
Project Field Coordinator	Leivon Caddie
CAD Technician	Christopher Childree
Clerical Support	Pamela Lowe
	Sandi Schroeder

Hourly Rate

\$	227.50
\$	187.39
\$	187.39
\$	107.10
\$	107.10
\$	75.63
\$	83.23
\$	71.38

**TX Registration
Number**

PE, #83185
PE, #100094
PE, #100094

FIELD PERSONNEL HOURLY SERVICE:

One Designating Person
Two Person Designating Crew
Three Person Locating Crew
w/ Excavation Vehicle

Hourly Rate

\$	150.00
\$	250.00
\$	325.00

SUBCONSULTANT**Macias & Associates, LP****HOURLY RATES - SUBCONSULTANT:**

Principal(s)	Carmelo L. Macias, RPLS
	Jack Crow, RPLS
Senior Survey Technician	
Survey Technician	
Secretarial	

Hourly Rate

\$	145.00
\$	130.00
\$	80.00
\$	70.00
\$	49.00

RPLS, #4333
RPLS, #5209

FIELD PERSONNEL HOURLY SERVICE - SUBCONSULTANT:

2 Man Survey Field Crew
3 Man Survey Field Crew
4 Man Survey Field Crew

Hourly Rate

\$	130.00
\$	145.00
\$	160.00

SUBCONSULTANT**McGray & McGray Land Surveyors, Inc.****HOURLY RATES - SUBCONSULTANT:**

Principal
Project Manager
RPLS
Field Coordinator
GPS Processing
Senior Survey Tech
Survey Tech
Researcher
Administrative

Hourly Rate

\$	185.00
\$	160.00
\$	140.00
\$	95.00
\$	105.00
\$	93.00
\$	72.00
\$	70.00
\$	61.00

FIELD PERSONNEL HOURLY SERVICE - SUBCONSULTANT:

1 Man Crew
2 Man Crew
3 Man Crew
Flagman
GPS Field Person + GPS
RTK Field Crew + Rover
Addl Vehicle (per day)
ATV (per day)

Hourly Rate

\$	98.00
\$	146.00
\$	181.00
\$	44.00
\$	125.00
\$	220.00
\$	70.00
\$	65.00

Day
Day

SUBCONSULTANT**CAS Consulting and Services, Inc.****HOURLY RATES - SUBCONSULTANT:****PRINCIPAL(S)**

Channy Soeur, P.E.

Henry Leighton, P.E.

Senior Engineer

Lino Rivera, P.E.

Doug Nichols, P.E.

Engineer

Joseph Dong, P.E.

Chelsea Solomon, P.E.

Joel Valdez, P.E.

Amy Middleton, P.E.

Ashley Hanson, P.E.

Engineer Associate

Jenna Rountree, EIT

Tunnel Specialist

Mike Carpenter

CAD Technician

Brandy Faith, CADD

George Martin, CADD

Administrative

Virginia Chhay

Ellen Bargainer

Hourly Rate

\$ 260.82

70617

\$ 260.82

97914

\$ 188.96

65146

\$ 176.98

56237

\$ 154.73

103144

\$ 146.64

97246

\$ 136.73

101306

\$ 125.52

107560

\$ 105.73

107373

\$ 87.70

\$ 126.46

\$ 81.16

\$ 78.28

\$ 77.52

\$ 57.45

SUBCONSULTANT**N-Line Traffic Maintenance****HOURLY RATES - SUBCONSULTANT:**

Project Manager

Victor Pena

Hourly Rate

\$ 150.00

FIELD HOURLY / UNIT RATES - SUBCONSULTANT:

Flagging Services - 2 Man Crew. Hourly

Flagging Services - 1 Man Crew. Hourly

Flagging Services - 2 Man Crew. Overtime

Flagging Services - 1 Man Crew. Overtime

Hourly Rate

\$ 60.00

\$ 35.00

\$ 85.00

\$ 45.00

Unit Rate

\$ 225.00

\$ 340.00

\$ 365.00

\$ 200.00

\$ 260.00

\$ 370.00

\$ 400.00

\$ 365.00

\$ 480.00

\$ 200.00

\$ 300.00

\$ 675.00

\$ 790.00

\$ 900.00

\$ 175.00

\$ 280.00

\$ 310.00

Unit

Day

Day

Wkd

Each

Day

Day

Wkd

Day

Day

Day

Day

Day

Wkd

Day

Day

Day

Wkd

Road Narrowing. Day

Road Narrowing. Night

Road Narrowing. Weekend

Flagging Equipment delivery, setup, rental & take down

Single Lane Closure. Day

Single Lane Closure. Night

Single Lane Closure. Weekend

Double Lane Closure. Day

Double Lane Closure. Night

Sidewalk / Bike Lane Closure. Day

Sidewalk / Bike Lane Closure. Night

Single Moving Lane Closure. 1 Man Crew. Day

Single Moving Lane Closure. 1 Man Crew. Night

Single Moving Lane Closure. 1 Man Crew. Weekend

Alley Closure. Day

Alley Closure. Night

Alley Closure. Weekend

ATTACHMENT 4

QUALITY CONTROL PLAN (QCP)

Definitions

Quality Assurance

A comprehensive program that verifies a facility, structure, system or component will perform satisfactorily and safely in service. A recognized benchmark for quality assurance programs is ISO 9000/9001.

Quality Control

The process of identifying and applying appropriate technical and professional standards when producing project design documents that meet or exceed the user's requirements.

Constructability

A review process using experienced personnel with extensive construction knowledge early and throughout the design phase to ensure projects are buildable, practical, and consistent with current construction practices while also being cost effective, biddable, and maintainable.

Due Date:

The Consultant must submit the QCP plan for the Owner's approval within fourteen (14) calendar days after the Owner issues a Notice to Proceed to the Consultant.

Required Elements of QCP Plan (Sec. 1.3 of PSA)

Management Philosophy	
1	<p><i>The QCP specifies how the organization's technical management philosophy supports its commitment to quality</i></p> <p><u><i>Needed:</i></u> <i>Certification by consultant firm's Board of Directors, president, owner, managing partner, or other executive-level staff that, to ensure quality of design products:</i></p> <ul style="list-style-type: none"><i>(a) firm is committing adequate manpower and resources</i><i>(b) Project Design Team (PDT) is accountable to Independent Technical Review Team (ITRT)</i><i>(c) Management and the PDT will emphasize quality control during the production of design documents</i><i>(d) Management and the PDT will establish internal quality checks and reviews</i><i>(e) Management and the PDT will assess independent quality control's contribution to the quality of design documents</i>
Management / Organization Structure	
2	<p><i>The QCP specifies:</i></p>

	<ul style="list-style-type: none"> • who manages the Independent Technical Review Team (ITRT) (internal or external to the design consulting firm) • if the ITRT is internal to the design consulting firm, that the ITRT is independent of the Project Design Team (PDT) • the ITRT reports to a management level the same or higher than the PDT • interrelationships of management, PDT, and ITRT (including all consultants) <p><u>Needed:</u></p> <p>(a) An organization chart depicting the relationships of all parties noted above, identifying them by name and describing each person's responsibilities on the design project</p> <p>(b) Resumes for members of the ITRT</p>
Quality Control Procedures	
3	<p>The QCP specifies</p> <ul style="list-style-type: none"> • management and control of design and QCP documents <p><u>Needed:</u></p> <p>(a) Statement that access to design and QCP documents will be controlled</p> <p>(b) Procedures are defined to identify and track versions of documents</p> <p>(c) Document control plan</p> <p>(d) Also refer to "Documentation" section below</p>
4	<ul style="list-style-type: none"> • internal and external communications, including an Issue Follow-Up Plan <p><u>Needed:</u></p> <p>(a) description of management of QCP communications with all parties</p> <p>(b) Issue Follow-Up Plan to track problems identified and their resolution</p>
5	<ul style="list-style-type: none"> • design coordination <p><u>Needed:</u> Procedure must describe:</p> <p>(a) relationships, accountability, authority, and responsibilities within the Project Design Team</p> <p>(b) efforts to achieve interdisciplinary coordination</p>
6	<ul style="list-style-type: none"> • design checks and reviews, specifically addressing: <ul style="list-style-type: none"> ▪ correct application of methods ▪ validity of data and assumptions ▪ accuracy of calculations ▪ complete documentation ▪ testing, modeling, assumptions, calculations, text & graphical presentations in

	<ul style="list-style-type: none"> ▪ all documents ▪ special project components ▪ compliance with all applicable guidance, standards, regulations, codes & laws ▪ ensuring project is biddable, constructible and operable as well as environmentally compliant <p><u>Needed:</u></p> <p>(a) types, intervals and frequency of reviews</p> <p>(b) identification of applicable guidance, standards, codes, specifications and laws</p> <p>(c) methodology for addressing constructability</p> <p>(d) description of testing, modeling, development of assumptions, calculations, and presentation methods in design documents to meet design criteria and standards of professional practice</p> <p>(e) methodology for identifying and addressing all appropriate environmental requirements</p>
7	<ul style="list-style-type: none"> • independent technical reviews, specifically ensuring: <ul style="list-style-type: none"> ▪ seniority and technical qualifications of Independent Technical Review Team (ITRT) members and their separation from the Project Design Team (PDT) ▪ concepts, assumptions and procedural details are accurate, appropriate and fully coordinated ▪ examination of appropriate alternatives ▪ definition and scoping of problems, issues and opportunities ▪ validity of analytical methods ▪ results and recommendations are reasonable, comply with all requirements, and are supported by the documents ▪ any deviations from policy, guidelines or standards have been identified and approved by the appropriate parties ▪ design documents result in project that is biddable, constructible, operable, environmentally sound, and cost-effective ▪ design products meet City's needs <p><u>Needed:</u></p> <p>(a) Description of how the Independent Technical Review Team (ITRT) will validate the quality of the Project Design Team's (PDT) products prior to submission to the PM</p> <p>(b) Identification of any design components that will require special quality reviews</p> <p>(c) checklists for review of each design element</p>
8	<ul style="list-style-type: none"> • managerial plan to maintain continuity of QCP effort <p><u>Needed:</u></p> <p>(a) description of how management will maintain required level of effort and quality resources</p>

	<i>(b) contingency plan for replacement of key PDT and/or ITRT staff</i>
Documentation	
9	<p><i>The QCP specifies:</i></p> <ul style="list-style-type: none"> records control plan for all internal review documents, associated comments and responses, describing that: <ul style="list-style-type: none"> all documents retained in consultant's files files are auditable and available to the City upon request files are identified by document type and compiled according to a file index system <p><u>Needed:</u> <i>Details on all items listed above</i></p>
10	<ul style="list-style-type: none"> upon project completion, the consultant will certify compliance with the QCP <p><u>Needed:</u> <i>Consultant submits draft Consultant Statement of Technical Review</i></p> <p><i>(a) verifying compliance with the QCP and</i></p> <p><i>b) agreeing to identify and assess issues that arise during later project phases with respect to the QCP</i></p> <p><i>The Statement must be signed by the Project Design Team (PDT), the Independent Technical Review Team (ITRT), and the Principal (or other executive-level official) of the consultant. The consultant will provide the City all Issues analyses from later phases</i></p>
Schedule	
11	<p><i>The QCP specifies that:</i></p> <ul style="list-style-type: none"> a design schedule showing the sequence of tasks to be completed within the time period specified by the City; must include <ul style="list-style-type: none"> design submittal dates to City project design team (PDT) reviews Independent Technical Review Team (ITRT) reviews time for revisions prior to submittals to City time for City review of submittals how all QCP measures will be tracked to avoid project delays <p><u>Needed:</u> <i>Items as described above</i></p>

ATTACHMENT 5: ANTICIPATED ROTATION LIST FUNDING DISTRIBUTION

ROTATION LIST CONSULTANTS

TBE Group, Inc. dba Cardno TBE	\$600,000.00
So-Deep, Inc.	\$600,000.00
Surveying and Mapping, Inc.	\$600,000.00
Cobb, Fendley & Associates, Inc.	\$600,000.00
The Rios Group, Inc.	\$600,000.00

